

ORIGINAL

FROM: Michael-Trent: Barnes, Sui Juris,
Secured Party/Creditor & Attorney-In-Fact
of the Ens legis, RES:"MICHAEL TRENT BARNES®"
In Care of Non-Assumptive, Postal Service
Address: P.O. Box 6000
Sheridan, Oregon, uSA
[97378]

FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

AUG 13 2007

at 1 o'clock and 2 min. /M.
SUE BEITIA, CLERK

United States District Court

for the District of Hawaii

Michael-Trent: Barnes, Defendant in Fact]
Petitioner,

v.

UNITED STATES OF AMERICA,
Respondent,

Case No. 03-00502-SOM, et al

Motion for Relief from Void
Judgement or Order, Under
your Rule 60 F.R.C.P.(a),(b)
(a) Clerical Mistakes.
(b) Mistakes;... Fraud, etc.

Motion for Relief

Under your Rule 60 : Relief from judgement or Order,

- (a) Clerical Mistakes, by never placing my true and correct name upon the documents of the Court, the Court never aquired lawful In Personam Jurisdiction in the matter, thus Voiding all Acts, Orders and Judgements ab initio.
- (b) Fraud:misrepresentation and or misconduct of the Prosecution the adverse party, there is no time limit for relief do to "Fraud", whether denominated as intrinsic or extrinsic.
- (4) when the judgement is VOID, as in this case for lack of jurisdiction and violations of "Due Process" which Voided the matter before the Court was even granted the matter.

CAUSE OF ACTION

- (a) Clercal Mistakes: The Court Documents stated a "MICHAEL L. BARNES" a non-existant entity as alleged Defendant, when I told the Court that my true and correct name was/is Michael-Trent from the Barnes family, the name was changed to a "MICHAEL TRENT BARNES" another non-existant entity,

but this time with the same idem sonas of my true and correct name, this was intentional use of fraud and "Color of Law, office, Authority and Process", as I was standing there and everyone should understand the rules of English grammar, (no excuse except intentional fraud).

(1) Without this intentional clerical mistake, the rules change, and the alleged crime cannot be made out, but it is Fraud to so identify with a known fictitious name and status.

(2) This intentional clerical mistake allowed for an In Rem Admiralty action one fictional entity against another, with me being dragged along by the fraud of the action.

(3) Assumption/presumptions the Court then by assumption/presumption undisclosed assumed/presumed against the actual facts presented the living soul man standing there, was a Ens legis, juristic person, or a corporatio

(4) The Fraud/clerical mistake, allowing the In Rem action, denied Due process of Law, by seizing me the living soul instead of the alleged defendant either "MICHAEL L. BARNES" or "MICHAEL TRENT BARNES" the contract which established government, the Constitution, there exists no grammatical authority in the English language to identify a living soul/man with only ALL CAPITAL LETTERS, plus no authority exists within the Courts to do so.

(5) As a non trained in law, private Attorney-In-Fact know as "Pro se" by your judicial system, which is foreign to my nature, there is a different standard applied e.g. less stringent pleading standards and regardless of deficiencies in pleading I am entitled the opportunity to submit evidence in support of my claims, and the court commits errs if, when the court dismisses a pro se litigant without providing instruction of (a) how pleadings are deficient and (b) how to repair any such pleadings: In re U.S. Supreme courts ruling in Platsky.

(6) Lack of jurisdiction "In Personam" occurs automatically when the injured party/creditor is not named upon any court record yet I the only

one suffering from this fraudulent claim of parties. There is no grammatical authority which would allow the use of ALL CAPITAL LETTERS to properly identify a living soul man and such only identifies corporately created entities, e.g. ens legis, juristic persons, Cestui que trust entities, corporations, associations, etc...,

(7) I have never had assistance of counsel, or an attorney represent me the living soul man any and all attachment of alleged attorneys have been for fictitious persons e.g. MICHAEL L. BARNES or MICHAEL TRENT BARNES.

(b) fraud, misrepresentation, misconduct of other party, at anytime fraud is discovered any and all contract(s) which is based upon that fraud, misrepresentation mis-conduct by other party is considered void ab initio, and no party can be held to the terms of a fraudulent contract. Misrepresentation by one party also voids any contract ab initio, the misrepresentations which is/was demonstrated here voids all contract(s) as no meeting of the minds is possible when one party thinks one thing while the other party thinks or believes another. The misconduct of the other party as to the very nature of the alleged agreement or who are the parties, which gives an unfair advantage, and does not allow for a meeting of the minds, as lies are not allowed in true dealing with clean hands.

Either a genuine mistake occurred about the true and correct name as being applied to court documents, or intentional fraud, misapplication of statute and conspiracy to defraud has occurred, you decide which and take the appropriate action to give remedy immediately!

Relief Requested is supported by

the following AFFIDAVIT IN SUPPORT OF MOTION

FOR RELIEF FROM A VOID JUDGEMENT OR ORDER

SUBMITTED UNDER YOUR RULE 60 F.R.C.P. (a),(b)

ATTACHED

SERVED BY: UNITED STATE POSTAL SERVICE via First Class Prepaid Certified Mail Account# 700461160 0007 1819 2311, Return receipt Requested.

FROM: Michael-Trent: Barnes, Sui Juris,
Secured Party/Creditor & Attorney-In-Fact
of the Ens legis, RES: MICHAEL TRENT BARNES®.
In Care of Non-Assumptive, Postal Service
Address: P.O. Box 6000
Sheridan, Oregon, uSA
[97378]

RESPONDENTS: United State/UNITED STATES/UNITED STATES OF AMERICA,
State of Hawaii/STATE OF HAWAII, Agent Respondents: Susan Oki Mollway,
Beverly Wee Sameshima, Edward H. Kubo, Jr.
In Care of: Sue Betia U.S.D.C. COURT CLERK
300 Ala Moana Blvd.
Honolulu, Hawaii, u.S.A.

Date: August 1st, 2007,

AFFIDAVIT IN SUPPORT OF MOTION FOR RELIEF
FROM A VOID JUDGEMENT OR ORDER
UNDER YOUR RULE 60 F.R.C.P. (a),(b).

NOTICE TO AGENT IS NOTICE TO PRINCIPAL NOTICE TO PRINCIPAL IS NOTICE
TO AGENT, NOTICE in the nature of a Declaration.

"Indeed, no more than (affidavits) is necessary to make the prima facie case." United States v. Kis, 658 F. 2d 526, 536 (C.A. 7 (WES.) 1981); Cert. Denied, 50 U.S.L.W. 2169; S. Ct. March 22, 1982

I, Michael-Trent: Barnes, hereinafter "Affiant", a living, breathing, flesh-and-blood, sentient "real" man, being first duly bound in conscience by deeply held spiritual convictions to preform this Act faithfully and truthfully; corpore et animo, sealed by and under authority of Affiant's own hand and Prerogative Instance In Law, having first hand knowledge of the facts contained herein, do DECLARE and ATTEST the following facts are true, correct, complete, and not meant to mislead to the best of Affiant's knowledge and conviction.

1. THAT, Affiant is competent and of age, standing, and capacity to state the matters contained herein, and has Declared and Attested that to the best of Affiant's knowledge and conviction, the statements made in this affidavit are true, correct, complete, and not meant to mislead;
2. THAT, Affiant is the Secured Party, superior claimant, holder-in-due-course, and Principal Creditor having registered priority lien hold interest in and to ALL property held in the name of the Debtor; i.e., MICHAEL TRENT BARNES, et al. spellings and derivatives, evidenced by UCC-1 & UCC-3 filings under Financing Statement No. 2004-212509 filed with the State of Hawaii;

3. THAT, Affiant is the copyright owner; reserving ALL rights therein, to Debtor's trade-name, trade mark; i.e., MICHAEL TRENT BARNES, and any and all derivatives and variations in the spelling of said name except "Michael-Trent: Barnes" Common-Law copyrighted by, Michael-Trent: Barnes, and filed with the BUREAU OF CONVEYANCES, State of Hawaii record No. 2004-212509, the security interested therein having been perfected and registered through reference and thereby incorporated within Financing Statement identified supra @ No. 2;

4. THAT, Affiant is the Attorney-In-Fact/Authorized Representative of Debtor identified supra @ No. 2 and 3, as evidenced upon and within the document/instrument of appointment recorded with the BUREAU OF CONVEYANCES State of Hawaii record No. 2004-212509, the security interested therein having been perfected and registered through reference and thereby incorporated with Financing Statement identified supra @ No. 2;

5. THAT, Respondents Susan Oki Mollway, & Beverly Wee Sameshima, are, herein addressed in their private capacity and their public capacities respectfully as U.S.D.C. Judge & U.S. Assitance Attorney for the United States/UNITED STATES, participating in a commercial enterprise with their co-business partners (officers/agents/employees), to include but NOT limited to United States/UNITED STATES/UNITED STATES OF AMERICA, a corporate entity and hereinafter collectively referred to as "Respondent";

6. THAT, the governing law of this private contract is the agreement of the parties supported by the Law Merchant and applicable maxims of Law established by silence, acquiescence, and tacit agreement;

7. THAT, Affiant at no time has willingly, knowingly, intentionally, or voluntailly agreed to subordinate Affiant's position as Creditor, through signature, words, actions, or inactions;

8. THAT, Affiant at no time has requested NOR accepted extraordinary benefits NOR privileges from Respondent, the United States/UNITED STATES, or UNITED STATES OF AMERICA, NOR any juridical sub-construct thereof;

9. THAT, Affiant is NOT a party to NOR signatory to ANY valid contract NOR compact with Respondent that requires Affiant to preform in ANY manner NOR to tender payment of ANY amount of money to Respondent, NOR has Respondent disclosed under good faith and with clean hands ANY contract, agreement, or otherwise evidencing that Affiant is required to perform or tender payment there under;

10. THAT, Affiant at no time was lawfully under a lawful arrest warrant, and no such lawful warrant exists nameing the Affiant as the party to be arrested;

11. THAT, Affiant at no time was under a lawful Indictment, and no such lawful Indictment exists naming the Affiant as the party under Indictment;

12. THAT, Affiant's true and correct name has never been upon any lawful order, judgement, document or instrument, upon its face except those filed by the Affiant for correction and or information purposes;

13. THAT, Respondents at no time had lawful authority/jurisdiction over the exact geographical location where the alleged criminal activity took place, so were without lawful criminal jurisdiction/authority;

14. THAT, Respondent(s) never lawfully established authority/jurisdiction In Personam over the Affiant, as the only parties named are corporate in nature, juristic persons e.g. MICHAEL L. BARNES,& MICHAEL TRENT BARNES;

15. THAT, Respondent(s) never lawfully established authority/jurisdiction over the Affiant of "Subject matter" as no contract/agreement does exist between the Respondent and the Affiant;

16. THAT, the Respondent being void lawful authority/jurisdiction all Acts, Actions, Orders, Judgements were VOID ab initio and were without lawful due process, Nunc Pro Tunc;

17. THAT, Affiant has given NOTICE many times to the Respondent and agents of Respondent that their actions or inactions were void for lack of jurisdiction/authority;

18. THAT, Affiant has given NOTICE; "It is the manner of enforcement which gives Title 42 § 1983 its unique importance, for enforcement is placed in the hands of the people. Each citizen acts as a private attorney general who 'take on the mantel of the sovereign', guarding for all of us the individual liberties enunciated in the Constitution...." (Frank-enhauser v. Rizzo, 59 F.R.D. (1973)).;

19. THAT, Affiant hereby is herein is exhausting their administrative remedies, to determine the nature and cause of the incident, matter, injuries, documents, authority, jurisdiction, commercial matter, monetary assessment, for Respondents actions or inactions;

20. THAT, Affiant give NOTICE that the principles that arise from the Administrative Procedures Act (APA), Title 5 United States Code, State and Federal Constitution requirements "operate upon [all] agents/employees of [companies], corporations [government corporations]".;

21. THAT, Affiant gives NOTICE the APA establishes fairly liberal standards for allowing participation by persons who either have a personal interest in the outcome of the proceeding or represent a pertinent public interest, Title 5 U.S.C. 703;

22. THAT, Affiant has gave NOTICE that under the authority of the Administrative Procedure Act at 5 U.S.C. 556 (d) BURDEN OF PROOF, "the proponent of rule or order bears the burden of proof." The Supreme Court has stated that if any tribunal (court) finds absent of proof of jurisdiction over person (In Personam) and subject matter, (Contract) the case must be dismissed." Affiant being a Tort Claimant are relying upon the same measures and enforcing the same requirements in exhausting the administrative process as to Proof of wrongdoing, injuries, liability, fraud, violation of due process of law, violation of Bill of Rights in particular the 4th Amendment, misapplication of statute, malicious prosecution, lack of jurisdiction, unlawful imprisonment;

23. THAT, Affiant being a Tort Claimant has initiated a Private International Administrative Process under the principal of contract/agreement which operates upon the agent/employee, Respondent to be a fact finder;

24. THAT, Affiant has an expectation of 'Good Faith' on the part of the Respondent(s) as Agent(s)/employee(s) on behalf of the corporations,

government corporations or officers and judges of the court to answer all the inquires, to give proof, to produce requested documents and evidence requested, or rebut any known mistake made upon a affidavit which might be submitted to them;

25. THAT, Affiant fully understands that it is not the intent of the Respondent(s) to mislead or otherwise defraud, deceive, or withhold any evidence as applied to the inquiries and requested documents herein, and herein Affiant rests upon Respondent(s) 'Good Faith' and 'Clean Hands Doctrine' and duty to so respond;

26. THAT, Affiant, Tort Claimant is acting in a private capacity as a fact finder within the Affiant's Tort Claim private administrative process to secure a preponderance of 'proof', 'evidence' or otherwise, where facts asserted [or admitted] are more probably more true than false. In said case; proceedings must be "of a type commonly relied upon by reasonably prudent ment in [the] conduct of their serious affairs." Therein Respondent(s) have a 'good faith' duty to respond and answer the inquiries and or provide requested Proofs of Claim;

27. THAT, Respondent(s), response(s), or assent(s), or failure or refusal to rebut, or provide and produce the requested 'evidence' in the absence of response will provide the Affiant, Tort Claimant a means to determine the nature and cause of the Respondent's actions, inactions, injury/damages which caused harm for Tort Claimant/Affiant;

28. THAT, Respondent(s), however remaining silent means "Silence can only equate with Fraud where there is a legal or moral duty to respond or where an inquiry left unanswered would be intentionally misleading." (U.S. v. Prudden, 424 F. 2d 1021 (1970);

29. THAT, Respondent(s), as with any affidavit may rebut, and as with any administrative process, Respondent(s) may controvert the statements and/or claims made by Affiant, by execting and delivering a verified response point by point, with evidence in support or stipulate that no 'document or exhibit exists in the record, or no 'Proof of Claim' exists.. on said point by point basis. Respondent(s) may agree and admit to all statements and claims made by Affiant/Tort Claimant by "Tacit Procuration" by simply remaing silent. Silence equates to agreement;

30. THAT, Affiant, in the event that Respondent(s) admit the statements and claims by "Tacit Procuration", Non-response, Non-rebuttal, all issues are deemed settled "Stare Decisis", and Respondent(s) shall grant relief from the void judgement or order under your Rule 60 (b) Motion, also the Respondent(s) may not argue, controvert or otherwise protest the finality of the private administrative findings inany subsequent process, whether administrative, judicial, or commercial;

31. THAT, Respondent(s) are granted a minimun of ten days (10) days or up to thirty days (30) days to provide relief from this void judgement, order and or rebutt with particularity providing the requested "Proofs of Claim" to prove authority/jurisdiction did exists and the true and correct name did appear upon the face of all lawful documents in this matter, cause/case;

32. THAT, Affiant makes exception; In the event Respondent(s) believes their actions, acts complained of may be raised to the level of, and prosecuted as, a CRIMINAL ACT, Respondent(s) may foreward a copy of

AFFIDAVIT IN SUPPORT OF MOTION FOR RELIEF FROM A VOID JUDGEMENT OR ORDER UNDER YOUR RULE 60 F.R.C.P. (a),(b) an administrative pleading to the Grand Jury or prosecuting authority along with a demand that such Grand Jury or prosecutor investigate the acts complained of and make a determination as to whether Susan Oki Mollway, or Beverly Wee Sameshima, agents of Respondent United States/UNITED STATES may be criminally prosecuted or indicted for any matter raised in affidavit/administrative pleading. Respondent(s) must serve, or cause to be served a certified copy of such demand for criminal investigation, and proof of submission to the appropriate Grand Jury or prosecuting authority, along with a request for an extention of time based upon Respondent's right or privilege against self incrimination.

33. THAT, Affiant is and was a non-party to the above referenced alleged criminal case/cause and said matter/dispute was solely between fictional entities;

34. THAT, the Respondent, Beverly Wee Sameshima did not post any indemnity bond to indemnify her actions for all the injuries and damage her unlawful actions caused the Affiant;

35. THAT, the Affiant's claim that there is/was fraud perpetrated against the Affiant within the above referenced alleged criminal case/cause by all parties of the Respondent involved therein;

36. THAT, the Affiant states there was/is an absence/want of nexus/relationship between the Affiant and the Respondent United States/UNITED STATES/District of Columbia, a municipal corporation, so therefore there is a lack of authority of law, no authority exists with the Respondent to enact any law of binding force over and upon the Affiant;

37. THAT, an enacting clause is mandatory for a law to have lawful authority;

38. THAT, a motion by a member of either House to strike out the enacting clause of a "bill" is the most common method adopted to kill a "bill" and prevent it becoming law; and as such it reveals the necessity, importance, and value of an enacting clause in what is to become law, is considered law, and is law;

39. THAT, Respondent, Susan Oki Mollway, shall have had to perfect title to the office of judge, by subscribing a valid and lawful "oath of office secured by a fidelity bond" (or however termed or styled); That the Affiant has seen no evidence that the Respondent, Susan Oki Mollway, ever perfected title of Judge, thus all acts, orders, judgements, are NULL and VOID for want of proper authority;

40. THAT, the Respondent(s) should understand that a "void judgement" is an absolute and complete nulity from the begining (ab initio) even before reversal; and all acts performed under it are also nullities; which are due no respect whatsoever, as it does not affect, impair or create any legal rights, but is a mere waste of paper and not enforceable whatsoever;

41. THAT, the Respondent(s)'s court, and specifically the alleged court of record within the above referenced alleged criminal case/cause, even if it had proper jurisdiction within and over the subject-matter and the "person(s)" in a criminal proceeding, a court lacking/wanting the specific subject-matter contract jurisdiction for lack/want of a "sufficient warrant of arrest", charging instrument/document; e.g., an Information, and affidavits in support thereof, which allege/charge a violation(s) of a non-constitutional criminal/public offense(s) lacking/wanting nexus; e.g. contract, between the parties, does therefore in such circumstances; therefore, render ANY and ALL orders, decisions, and judgements of the Respondent(s)'s court VOID, unenforceable, and without any lawful force or effect whatsoever ab initio;

42. THAT, if the Respondent, Susan Oki Mollway, was acting as a judge without having perfected title to her "office" and, therefore, without right to NOR right to exercise/use the "plenary powers" resident therein; and specifically as the judge within the above referenced alleged criminal case/cause is committing thereby; and therein acts of "False Personation", "Usurpation", "Fraud", "False Pretenses", "Deceptive and Fraudulent Business Practices"; and operating alone or in concert, a "Confidence Game", for which, any or all such acts would operate to render void ab initio, unenforceable, and of no binding force or effect ALL decisions, orders, and judgements of such a judge;

43. THAT, the Respondent(s) understand that "laches" and "lapses in time" are not applicable to void judgements and cannot create any form of estoppel which operates/functions to prevent/ban a party bound under a void judgement from obtaining relief and remedy;

44. THAT, the Respondent(s) understand "void judgements" can be attacked collaterally, an attempt to impeach, dispute, disparage, deny, or contradict the judgement by dehors, affidavits or the like of the Affiant's actions;

44. THAT, the Respondent(s) failure to rebut the Affiant's affidavit(s) does supply "prima facie evidence" for Affiant's "collateral attack" upon what the Affiant Claims is a "Void judgement" and supplies evidence for Affiant's Tort Claim for injury/damages;

46. THAT, the Respondent(s) understand there is no specific or set procedure for a "collateral attack" against or upon and in relationship to, a "void judgement"; and specifically within the above referenced alleged criminal case/cause, and all denials of lawful due process, e.g., failures to prove jurisdiction upon the record once challenged can be offered as prima facie evidence, or proof as of the lack of lawful authority/jurisdiction as no legitimate/lawful court proceeding would hide its authority instead of producing the requested information;

47. THAT, the Respondent(s) should understand that the most common "Private Administrative Procedure" for men to root out the truth and facts is a battle of affidavits and it is the very bases of the advisarial process and its rules remain unchanged from ancient times and not to rebut is to agree;

48. THAT, the Respondent(s) knew that the jurisdiction, and specifically that the jurisdiction of the alleged court of record within the above referenced alleged criminal case/cause have to be proven, that the "In Personam" and "subject-matter jurisdiction" have to be proven upon all

cases/causes the court may sit upon, and if it was truly a criminal case/cause the territorial jurisdiction/authority must also be proven upon the record of the court and once the question of jurisdiction is raised the burden does shift to the court, e.g. prosecution to place its proof upon the record, and a lawful court does not have any discretion to ignore the question of lack of jurisdiction/authority, and without this proof a lawful court would dismiss the case/cause of action for want of authority jurisdiction;

49. THAT, the Respondent(s) understand jurisdiction cannot be assumed and must be proven to exist; the Affiant has seen no evidence of any lawful authority/jurisdiction which the above Respondent's court could of brought the alleged criminal case/cause against the Affiant;

50. THAT, the Respondent's court and specifically Susan Oki Mollway, if she is really a judge of the alleged court of record does have the power and the duty to vacate this "void judgement" under her Rule 60 (b) and relief is not discretionary but mandatory if she is a lawful judge;

51. THAT, the Affiant, defendant in fact, has properly requested for the "void judgement" to be reversed/vacated/set aside even though it was always void ab initio, and a nullity without lawful effect;

52. THAT, the Respondent(s) understand even if a "void judgement" is affirmed on an appeal it still does not thereby render it valid;

53. THAT, the Respondent(s) lack/want of "In personam and subject-matter jurisdiction", specifically in the above case/cause refusal to dismiss the cause of action or its neglect or refusal to do so is usurpation;

53A THAT, the Respondent(s)' judgement and specifically the alleged judgement of the above referenced alleged criminal case/cause is really a "bond" a negotiable instrument evidencing debt which is then sold to raise revenue, the buying and selling of men's souls for the profit of the Respondent;

54. THAT, the Respondent(s) understand the "test of jurisdiction" of a court is its right to decide, the judgement of a court and specifically the judgement of this court of record within the above referenced alleged criminal case/cause, which had no jurisdiction at the time the judgement was entered/rendered and is therefore absolutely void and subject to defeat collaterally as a failure to rebut would produce the prima facie evidence needed therein and provide additional Tort claim evidence for financial compensation/remedy;

55. THAT, the Respondent(s) understand that whereas Respondent(s), d.b.a. "Judge", "U.S. Attorney" or "Attorney General" may be in a legal sense immune from claims that they are guilty of corruption due to their "proper" exercise of jurisdiction/authority, this same immunity does not hold and shield the Respondent(s) for their acts, whether commissions or omissions, wherein they lack/want jurisdiction, or perfection of title to "office", right to and right to exercise/use the "plenary powers" resident therein; and in fact without lawful/legal authority, once this lack/want of right/power/authority, and the like has been raised by the Affiant through NOTICE and WARNING as this "Affidavit in Nature of Declaration" is, relating to the above referenced case/cause No. 03-00502-SOM et al., and said parties of agents for the Respondent, therein choose to continue to ignore said NOTICE and WARNING and essentially proceed as if the said judgement is

valid by refusing to preform their duty/obligation to vacate void said judgement upon agreement, failure to rebut, or whether by expressed agreement or tacit consent agreement, with the Affiant that the judgement is VOID ab initio, unenforceable, and of no binding force or effect; and, would thereby establish and demonstrate the Respondent(s) failure to preform in accordance with; and pursuant to the terms and conditions of their voluntary commercial indenture through failure to/of duty and obligation to vacate the void judgement in the above referenced alleged criminal case/cause an "Order of Release" (termination statement) which would constitute and establish acts of "usurpation" and conspiracy to defraud the Affiant therein; and thereto;

56. THAT, Respondent(s)'s court of record did tacitly determine; and did assume, fraudulently its jurisdiction upon the alleged subject-matter and over and upon the parties, by use of (lies) legal fiction, within the above referenced alleged criminal case/cause based upon non-existent fictional contract(s) being assumed or presumed, expressed or implied, revealed or unrevealed as basis for "non-constitutional other grounds" within; and upon which it proceeded to exercise its right to decide, render/enter a judgement therein, and thereby avoiding the constitutional conflicts/questions, makeing the constitution mute altogether;

57. THAT, Affiant does acknowledge that contracts do supersede the Constitution, because contracts arise not from the constitution, but from without the constitution and are based upon sovereign right to privately contract which can not be impaired, yet to try to enforce a non-existent contract is an impairment of a sovereign right, to allow the party claiming benefit from enforcement of a non-existent contract, to be the party to sit/seat in judgement of beneficiary parties to the alleged contents of non-produceable/fictional/non-existent alleged contract is the worst sort of corruption and fraud;

58. THAT, Affiant has seen no evidence of any alleged contract that would force a compliance to un-constitutional laws or to rules of and agency of the Respondent;

59. THAT, Respondent(s)'s court of record within the above referenced alleged criminal case/cause did not fully or even partially disclose the true nature and cause of the action, in good faith or with clean hands to either the fictionally created corporate entity named or the Affiant who was kidnapped without warrant and transported behind the bar, to create the fictional criminal matter named above, no prove of any contract or quasi contract is in the court records, for which the alleged court did assume its jurisdiction nor is there any evidence of a valid signature nor consent of the Affiant upon this alleged non-existent contract;

60. THAT, Respondent(s) claim of breach of contract between non-existent legal entities, has nothing to do with the Affiant and does not bind the Affiant to said terms and conditions of said immaginary contract; its form and claim of a criminal case/cause was/is nothing more than "Color" used to decieve and coerce the Affiant;

61. THAT, the Respondent(s) never disclosed the actual nature and cause of the above referenced alleged criminal case/cause and all the procedures and processes therein, were "Color" designed to decieve, and the true facts never were fully disclosed or explained in fact no disclosure appears upon the record or upon its face, the the Respondent(s)'s agents did actively and purposely concealed and keeped hidden from the Affiant, thereby

and therein constituted and established acts of fraud and dolus malus, against the and upon the Affiant;

62. THAT, the Respondent(s) agents did commit kidnapping upon the Affiant as the Affiant was never lawfully arrested by any lawful warrant;

63. THAT, the Respondent(s)'s agents claim is based upon "contract"; and the said contractual constraints are binding upon ANY and ALL courts within said juridical constructs and the jurisdiction exercised therein;

64. THAT, the Respondent(s) fully understand they do not have any contract upon which to claim jurisdiction upon the Affiant and their acts are void for want of said contract;

65. THAT, Affiant did give opportunity and Notice of cancellation of all alleged contract(s) with Respondent(s) and Affiant is in possession of a stamped receipt thereof "Proof of Claim" written Notice & Praeclipe, of cancellation, rescinding all signatures repudiating all consent to contract, nunc pro tunc, ab initio, for cause, because my study and investigation of this matter, did disclose that certain undisclosed political and religious liabilities, which were attached to being identified even fictionally as a ALL CAPITAL LETTER "person", "citizen", "resident", etc...," of the Respondent United State/UNITED STATES, or any of the sub-agencies thereof and stamped RECEIVED by the CLERK U.S. DISTRICT COURT, Oct. 30, 2006, DISTRICT OF HAWAII, the Notice of Affiant's sovereign consent was thereby expressly withdrawn and reserved;

66. THAT, Respondent(s) understand that the common-law is the foundation of "due process of law" and "the law of the land" which does declare that a man (the Affiant) cannot be deprived of his liberty or property unless by judgement of his peers or law of the land, which has not occurred within the above alleged criminal case/cause;

67. THAT, Respondent(s) understood that the agent alleged as being the arresting officer in exciting said arrest was in want of lawful authority as no arrest warrant did exist and was not in said arresting officer's possession;

68. THAT, the Respondent(s) understood that in a criminal proceeding where an arrest is made without warrant, or an invalid warrant or a warrant illegally/un-lawfully executed, the burden is upon the state; specifically either the State of Hawaii who's officer made the arrest or the District of Columbia/United States/UNITED STATES who kidnapped me, as this matter relates to and bears upon the above referenced alleged criminal case/cause, to justify the arrest upon the Affiant without said warrant, or the lack thereof, and the subsequent alleged criminal proceedings, as one not in violation of the constitutional provisions, and the invalidity of the arrest will render any alleged search as invalid and ALL evidence thereby obtained inadmissible;

69. THAT, Respondent(s) understand that inaccuracies and imperfections do vitiate a warrant which substantially charges an offense; a complaint, recited in substance in a warrant and which is verified merely on information and belief and does not thereby; therein, state facts sufficient to constitute an offense, said warrant must be held to be invalid on its face;

70. THAT, Respondent(s) understand an affidavit that merely states belief in the guilt of the accused is insufficient to support a warrant of arrest;

71. THAT, the Respondent(s) understand the following are the basic requisites and essentials needed to make a warrant of arrest valid: 1] A warrant is to be issued by a judicial officer and signed by him; 2] It must state the facts that show the matter to be within the jurisdiction of the judicial officer issuing it; 3] It can not be based upon mere belief or suspicion, but upon probable cause; 4] The warrant is to list a complaint which is to state the offense committed and the facts that constitute a crime; 5] A warrant is to contain an affidavit of the person making the charge under oath; and, 6] It must truly name the man to be arrested, or describe him sufficiently to identify him;

72. THAT, Respondent(s) understand in commercial law, any document or instrument; e.g. *inter alia*, legal brief, securities, promissory notes, contracts, and affidavits must contain seven (7) essential elements to be valid; and any of these seven (7) essential elements which are missing does render the document or instrument commercially defective, void, or expressly fraudulent;

73. THAT, Respondent(s) understand that the (7) seven essential elements as applied to an affidavit in support of a warrant of arrest; a contract, or a charging document/instrument are: 1) Accurate identification of the parties to the document or instrument or dispute; 2) Nature and content of the allegations or claims set-forth with particularity; 3) Ledgering accounting of the remedy or relief sought as recompense or compensation for specific wrongs or contractual violations or defaults; 4) Evidence of solvency - identification of property sought/pledged as the stakes over which the dispute occurs, to be forfeited to the prevailing party to pay the debt/damages and satisfy the judgement; 5) Facts and exhibits law-specific laws violated and facts in evidence by exhibit; 6) Certification - statement under oath by party asserting an allegation or claim that everything asserted is "true, correct, and complete", whether criminal or civil; and 7) Witnesses - third party certification substantiating the actual lawful/legal identity of the party executing the document, affidavit, or instrument;

74. THAT, the Respondent(s) have never produced the original nor presented to the Affiant a copy; "certified" or otherwise, of the alleged original warrant of arrest, and or affidavit in support thereof which was employed/used to arrest the Affiant, and Affiant has no reason to believe a valid, lawful and properly supported warrant of arrest, is or ever was in existence which truly names/identifies/references the Affiant;

75. THAT, the Respondent(s)'s should understand that the law sets such a high value upon the liberty of a man that even the attempt to un-lawfully arrest the Affiant is esteemed a great provocation;

76. THAT, the Respondent(s) understand any un-lawful or illegal restraint of a man's, or the Affiant's liberty by the act of another; and as it specifically relates to and bears upon the agents of the Respondent, United States/UNITED STATES, District of Columbia, municipal corporation, and the arresting officer and all other agents who have worked under "Color" of law and process, within the above referenced alleged criminal case/cause, does give rise to the Affiant Tort Claim action, for the false

arrest, false imprisonment, trespass, assault and battery resulting from the Respondent(s) causing the un-lawful or illegal restraint; and ANY subsequent restraint executed by fear or force under color of law, office, process, or authority is *prima facie* evidence of its un-lawfulness;

77. THAT, when the Affiant has shown that it was the Affiant arrested, imprisoned, or restrained of his liberty by another, the law does presume it to be unlawful till proven otherwise;

78. THAT, on the Affiant's claim of false arrest and false imprisonment, any good faith on the part of the Respondent's agent arresting/restraining officer(s)/person(s) is not a justification for the unlawful arrest or for the detention or imprisonment, restraint of liberty, and the lack/want of "reasonable" or "probable cause", and or "malice" are essential elements of the action/claim; and, are therefore not viable and acceptable defenses against Affiant's Tort claim/action for injury/damage;

79. THAT, the Respondent(s) knows that the guilt of a man arrested does not have any bearing upon the legality/lawfulness of the arrest;

80. THAT, Respondent(s) understand that a man's liberty does not depend upon good faith merely, but upon lawful process/legal rules governing their agents, official actions;

81. THAT, Respondent(s), agent(s)/arresting officer(s)/person(s) can still be liable individually and personally, for false arrest, or support of said false arrest by use of "Color", even when the Affiant has been coerced, deceived into a plea of guilty; it has been held that even consent to an un-lawful arrest will not excuse an agent/officer/person from their acts, nor will the law permit such a claim to be made;

82. THAT, "No man has a right to take away another's liberty, even though with consent, except by process of law. And the reason is, liberty is an unalienable prerogative of which no man can divest himself, and of which any divestiture is null";

83. THAT, the Respondent(s) should come to understand the evilness of an action of "Color of law, Authority, office and process" with the intent to deprive a man, the Affiant of his liberty for mere financial profit;

84. THAT, false; or un-lawful arrest is in its self an assault, or even an assault and battery and a trespass against the Affiant;

85. THAT, the Respondent(s)'s~~or~~ understood that a lawful arrest is only under the rules established under the common law, law of the land, which has been enforced from the time of Magna Carta which states: "No one shall be arrested or imprisoned but by the law of the land." (common law);

86. THAT, the restrictive principles of common-law; which though annoying to the Respondent, those in government in their attempts to get the so called "crooks" and "bad guys", are purposely so in order to restrict those in government, agents of the Respondent, and make them follow set procedures, and thereby, make it difficult for those in government, the Respondent's agents, to deprive men, (in this case the Affiant) of their Rights, as the common-law or "law of the land" prescribes that in order to safeguard the rights of the innocent, the guilty must on occasion go free; "It is better, so the Forth Amendment teaches, that the guilty

sometimes go free than that citizens be subject to easy arrest." and that "Official illegality is quite as reprehensible as private violations of the law. The law of the land must be accepted by every one as the only rule which can be allowed to govern the liberties of citizens, whatever may be their ill desert.";

87. THAT, whereas the Respondent(s) understands that the common-law only recognizes and authorizes arrest without warrant only in the cases where the public security requires it, and such arrests are confined only to felonies and breaches of the peace committed in the presence of an officer. Affiant states that the Affiant's unlawful arrest certainly was not authorized, and could not possibly be legal/lawful to be arrested for a breach of contract, rules upon a non-existent contract allegedly with the "Food and Drug Administration" an agency of the Respondent, United States/UNITED STATES/District of Columbia;

88. THAT, the Respondent(s) know it is a well established fundamental rule of due process procedure, which is well grounded in the common-law, that where an arrest is made, the alleged offender, and in this specific case/cause the Affiant is to be taken before a magistrate to be dealt with according to law, without delay, or unnecessary delay, dropping at a location for the purpose of manufacturing evidence, such as taking of fingerprints, photographs, etc..., to attach the Affiant's personal property to the name of a juristic person, an En legis, is certainly not a authorized stop along the way of bringing the man/Affiant before a magistrate, also the dropping off of said man/Affiant to a jail for detention nor is the examination, investigating, interrogation, and the like a necessary step in the process due, and especially the removal from the judicial area where the actual arrest took place and transportation passed local magistrates, to a foreign court's magistrate days latter is certainly not lawful due process, and renders ALL participates, subject to Tort claims for unlawful arrest, unlawful detention, unlawful imprisonment, trespass, assault, assault and battery, kidnapping;

89. THAT, even in matters involving the most severe/serious of offenses as in actual felonies, the arresting officer(s)/person(s) is duty bound/ required to bring a man placed under arrest before the nearest magistrate or court as a matter of fundamental law/due process;

90. THAT, it is a fundamental rule of law that one who abuses an authority given him by law does become a trespasser ab initio;

91. THAT, the Respondent(s) knew that the rule of law requiring that an arrested man be brought without delay, or unnecessary delay, directly to the nearest court or judicial officer having jurisdiction is "due process of law" or "the law of the land" and as such, this procedural requirement cannot be abrogated by any statute;

92. THAT, the "office of the Judge" is charged with the administration and oversight of ALL proceedings, matters, cases, and the like within purview of the whole of the court; past and present, and is therefore the "office of the Principal" of; and over, ALL the "offices of a/the judge" acting intheir capacity as agents of the principal; and, the same is true for the "office of District Attorney" and the "Office of the Attorney General"; so therefore responsible for the action or inactions of its agents;

93. THAT, Affiant being a living soul and under the common-law procedural rules for "due process of law" the 4th Amendment made "the law of the land" through expressed contract, the Constitution, its provisions is that the arresting officer(s)/person(s), in this specific instant an alleged officer of the county of Hawaii, Hawaii state, is to present the arrested man (Affiant/Tort Claimant) without delay to a magistrate, having jurisdiction, and said procedural rule of law, which was violated in this matter/case/cause, does mean no delay of time is allowed which is not incident to the said act of bringing said man (Affiant) before a local magistrate, and said "law of the land" common-law Constitutional procedural rule of law, does nullify and void all actions of the District of Columbia agents which were not in compliance, (Respondent(s)) violations of lawful authority by their blatant acts of kidnapping and tyranny in their denial of lawful due process of law;

94. THAT, Respondent(s) acknowledge there is no right/authority given to the State of Hawaii, or the District of Columbia, by the common-law or the law of the land to take fingerprints, or photographs prior to a conviction of a criminal proceeding, and attach them to a fictitious entity, *an ens legis*, juristic person in order to create evidence;

95. THAT, Respondent(s) acknowledge there is no right/authority given to the municipal corporation, United States/UNITED STATES, or the State of Hawaii, by the common-law or the law of the land or the Constitution which would allow the removal of the Affiant/Tort Claimant out of one judicial construct where arrested without warrant into a differant/foreign judicial construct without due process of law common-law and said unlawful removal was in fact a kidnapping;

96. THAT, Respondent(s) know that false imprisonment is classified as a tort under the common-law and also as a crime;

97. THAT, Respondent(s) understand that false imprisonment has been labeled as a tort, a trespass, an assault, a wrong, damage, and an injury giving the man (Affiant) so affected cause to bring process for relief and remedy againsts the offending man/parties/Respondent(s);

98. THAT, Respondent(s) understand that the actual seizure or laying on of hands is not necessary to constitute un-lawful detention; and the ONLY essential elements of an action for un-lawful detention are; 1) Detention or restraint against one's will; and 2) The un-lawfulness of such detention or restraint; False imprisonment is akin to assault and battery imposed by force, fraud or threats affecting an un-lawful restraint upon a man's (Affiant's) liberty; and every confinement of a man (Affiant) is an imprisonment;

99. THAT, Affiant's false imprisonment does exist by words or acts, or both, which one fears to disregard, but also by acts and measures that the Affiant cannot disregard; false imprisonment is effectuated by the un-lawful arrest or detention of a man (Affiant) without warrant, or by an illegal warrant or a warrant illegally executed;

100. THAT, the Affiant, a man wronged by "false imprisonment" is entitled to recover damages for ALL the natural and probable consequences thereof for the whole of the time Affiant/Tort Claimant was un-lawfully/falsey imprisoned;

101. THAT, Respondent(s) understand the law does specify or devide damages arising from torts for injury into two (2) types or classes; and those two (2) types or classes are, 1) "actual damages" which are compensation for the injury as would follow the nature and character of the act which would include; inter alia, pain and suffering, physical discomfort, sense of shame, wrong, and outrage; and such damages are also termed "compensatory damages" as they compensate the injured man (Affiant) for the actual injuries sustained; and 2) "punitive damages" are those that grow out of the wantonness or atrocity; or aggravated by the act. of the act resulting in injuries and sufferings that were intended, or occurred through malice, carelessness or negligence amounting to a wrong so reckless and wanton as to be without excuse; and, such damages are also termed "exemplary damages";

102. THAT, Respondent(s) understand that anyone who assists or participates in an un-lawful arrest and or un-lawful imprisonment; e.g. officer(s) Magistrate(s), Judge(s), District Attorney or Assistant(s), Defense Attorney General, Prison officials, U.S. Marshalls, and the like, are equally liable for the damages arising from the injuries caused by said acts;

103. THAT, Respondent(s) understand that the base rate that Affiant will expect is the rate established by the un-lawful arrest of Trezevant in Trezevant v. City of Tampa, where the rate was established at \$25,000.00 for the 23 minutes of un-lawful arrest/imprisonment, the sum is established at \$1.6 million Federal Reserve notes per day;

104. THAT, Affiant's liberty is worth much more than any amount of Federal Reserve notes that the Respondent(s) could pay, so the Affiant has made an offer in compromise which is attached, reducing the damage rate to only \$10,000.00 Federal Reserve note per day if release is made within 30 days but only under those conditions;

105. THAT, the Respondent(s) cannot provide a "Proof of Claim" that the arrest of the Affiant/Tort Claimant in the above referenced alleged criminal case/cause was for a lawful cause; i.e., for a crime/public offense created and established by validly enacted statute/law originating from the sole legislative power/authority as created by expressed constitutional provisions clearly identified as such upon its face and properly, validly, and lawfully promulgated/published; and, was in a legal manner; i.e., pursuant to "due process of the law" as ordained by "the law of the land" through express constitutional provisions; and not e.g. just "Color" but executed by those with lawful authority; i.e., lawfully holding/occupying their "office" and thereby in lawful possession and use of the "powers" resident therein;

106. THAT, Respondent(s) understand that due to the high regards placed upon liberty by the law, ALL imprisonments are deemed un-lawful until the contrary is shown; and the onus probandi rests upon the Respondent(s) must provide "Proof of Claim" that it was in accordance with the law of the land and therefore lawful;

107. THAT, whereas the Respondent(s) are ALL schooled, trained and or "licensed" to practice law, they are incapable of claiming ignorance of the unlawfulness and the illegality of using "Color", or of true names, or the requirements of a lawful warrant, in the above mentioned alleged criminal case/cause;

108. THAT, Respondent(s) know that in an action for false imprisonment, a record of a conviction for the same offense for which the arrest was made is inadmissible, and the action/process for relief and remedy from false imprisonment is to be based solely upon the legality of the arrest; and is not based upon the filing of some complaint, or the proof of an alleged crime, or the results of some trial; and the argument of "official immunity" is not a valid defense for public/government agents when proceeded against for their own torts in an action/process for relief and remedy from a false imprisonment claim;

109. THAT, Respondent(s) know that the, "due process of law" argument in false imprisonment matters will nullify statutes, rules, regulations, ordinances, and the like, that are contrary to the common-law rule on arrest; and a legislative act cannot abrogate what is "the law of the land", "Arrest without warrant where a warrant is required, is not due process of law; and arbitrary or despotic power no man possesses under our system of government";

110. THAT, Affiant states being confined by virtue of a void warrant and thereupon imprisoned is false imprisonment;

111. THAT, Respondent(s) know that lawful does mean in accordance with "the law of the land"; according to the law; permitted, sanctioned, or justified by law; and, is dealing with the spirit; i.e., the substance, content, object of law; and the difference between what is lawful and what is "legal" is and does pertain to the understanding, the exposition, the administration, the science, and the practice of law; as the legal profession, legal advise, legal blanks, newspapers, and the like;

112. THAT, Respondent(s) understood that a writ of arrest issuing from any court; and specifically the alleged court of record within the above referenced alleged criminal case/cause, under "Color-of-law" is still a legal process however defective, legal matters do administrate, conform to, and follow rules, are implied; i.e., presumed, rather than actual, the legal process can be defective in law as legal matters does not follow the law, but are only required rather to conform to and follow the rules or forms of law; and a proper and truthful definition and meaning of the term/word "legal" is "color-of-law" the appearance or semblance of law; without the substance, or right;

113. THAT, the Respondent(s) understand that "stautory jurisdiction" is a "colorable" jurisdiction created to enforce colorable contracts; and is legislative and administrative rather than judicial in nature; and, does operate/function/exist to enforce alleged commercial agreements based upon an "implied consent" fictional consent, rather than under the common-law or "the law of the land";

114. THAT, Respondent(s) acknowledge that "public policy" equals "government policy" which equals "corporate policy" which equals "commerce" which equals "Federal Reserve re-insurance policy" which, equals "public credit/debt" which equals "commercial transactions of public and private enterprise" which equals "non-substance re-insurance private script" e.g., Federal Reserve notes [a note being evidence of debt] which functions as "money/currency" in a "colorable" admiralty/maritime jurisdiction;

115. THAT, the Respondent(s) were operating a private copyrighted private law, and not genuine, actual, true law of the People which cannot be copyrighted;

116. THAT, Respondent(s) know that no true public document of a de jure Nation, can be put under private copyright, as such are in the public domain, and Ignorance of such is no excuse, but the "Maxim of Law" that Ignorance of the law is not excuse, does not apply to "private law" in support of a private right, and that the Affiant as this bears upon the alleged criminal case/cause referenced above, does not have any duty, obligation, or compelling need to know or obey the "private law" in support of a "private right" of any other man or person;

117. THAT, whereas ALL "statute/law" books ("Codes") of the federal and state governments; are copyrighted, a man practicing law would require a "letter patent" to practice said private law within the present day courts; and said right to practice law is a property right which exists by virtue of "letters patent"; said patent is the so-called "license" an attorney holds out as possessing to would be clients; and without said patent, said man, would be doing that which would otherwise be illegal, a trespass, or a tort;

118. THAT, whereas West Publishing Company is the copyright owner, and said company is owned by The Thompson Group, LLC, LTD, of the Crown of England, does that thereby constitute foreign law, and whereas all Bar associations get there start from the English Bar the fountain of nobility, esquires, does not this prove a foreign court proceeding;

119. THAT, the alleged court the Respondent(s) used was a "de facto court" which was established, organized, and exercising its judicial functions under authority of a "statute", which is in fact unconstitutional;

120. THAT, the word/term "correctional"; as used in "State/Federal Correctional Institution", means to discipline for the purpose of curing faults or bringing one into proper subjection, or ownership;

121. THAT, Respondent(s) know that the UNITED STATES/United States is a federal corporation, and is a "foreign corporation" with respect to the Affiant, and that the Affiant owes no more allegiance to it than any other corporation, it being a for-profit municipal corporation without any lawful authority whatsoever over the Affiant and its original incorporated February 21, 1871, under the name "District of Columbia", and Reorganized June 8, 1878, d.b.a. "UNITED STATES GOVERNMENT"; it is a corporation/corporate entity operating/funcitonning in commerce as bankrupt in Chapter 11 Reorganization wherein; and whereby, no sovereign authority exists and all officers, offices departments and official capacities of a federal government only exists in name only without a shread of lawful authority;

122. THAT, this municipal corporation d.b.a. UNITED STATES GOVERNMENT did adopt the original organic Constitution for the united States of America as its corporate municipal chapter bi-laws, and its location is the District of Columbia;

123. THAT, the Respondent(s) understand the government for the "District of Columbia", a "municipal corporation" is subject to the ordinary rules that govern the law of procedure between private persons; and that the term "United States" as used and employed within the organic Constitution for the united States of America, at Article III Section 3, is used in the plural; i.e., them, their; and means none other than the People of the "several states" and the de jure National government which was situated within the ten (10) mile square of the District of Columbia and its forts,

enclaves, magazines, dockyards, and arrsenals scattered abroad, under Article I, Section 8, clause 17, only, under, said Constitution establishing and ordaining the State of Original Jurisdiction and a government for the same, which power and lawful authority comes from "We the People" the sovereign people upon the land of the several states;

124. THAT, Respondent(s) knew that the terms/words "State", "in this state", and "this state" as employed/used within federal and state statutes laws/or/dinances/regulations/codes and the like means a "state" of the United States; e.g., District of Columbia, Puerto Rico, U.S. Virgin Islands Guam, or any territory or insular possession subject to the jurisdiction of the United States and the fictional use of two-capital-letter/federal postal designation; e.g., HI., PA., NY., NJ., CA., OR., etc..., and a five-digit ZIP; i.e. Zoning Improvement Plan, codes are references to the freely associated compact union states; i.e., fictional states, not the "several states", but are rather terms designations, and codes (secret language) defining fictional overlapping federal zones/territorial state units; and are defined for tax jurisdiction purposes as the "District of Columbia"; i.e., UNITED STATES, and only fictional entities exist therein;

125. THAT, under the "Instrumentality Rule" the UNITED STATES is and will be responsible when the subservient corporation(s), agent(s), become exposed as mere instruments and actually indistinct from the controlling corporation;

126. THAT, the doctrine of "equal standing" in law and the Maxim of law; "Disparata non debent jungi" (Dissimilar things ought not to be joined), does make it perfectly clear that only parties of equal standing can communicate in law, thus the fictional/corporate entities as plaintiff, and defendant, but since a judgement is "void for uncertainty" if it fails to identify the parties for and against whom it is rendered with such certainty that it may be readily enforced, and both of the ALL-CAPITAL-LETTER 'named' defendant(s) in the above referenced alleged criminal case/cause are corporate franchise; with an "idem sonans"; i.e., sounding the same or alike, as with the Affiant/Tort Claimant, but the ALL-CAPITAL-LETTER "named" defendant(s) does represent and is a "legal name"; i.e., the name of a "legal person" recognized in law, without the substance, value, spirt, essence, and the like, but does denote, identify, and reference only "artificial persons";

127. THAT, the Respondent(s) knew and understood that the alleged defendant(s) being ALL-CAPITAL-LETTER "named" entities, in the above referenced alleged criminal case/cause was/is a "juristic person"; i.e., a "person"; i.e., an"artificial person"; i.e., a "legal person"; i.e. an entity, such as a corporation, created by law [Birth Registration Acts of the various corporate sub-franchise compact territorial state units] and given certain "legal rights [grants/benefits/privileges] and duties of a human being; a being, real or imaginary, who for the purpose of legal reasoning is treated more or less as a human being and also termed a "fictitious person", "juristic person," and "legal person";

128. THAT, the Respondent(s) know that the term "in Propria persona"; i.e., "in one's own person", does tacitly; and expressly, declare and affirm that there is some other "person" by whom and through whom one can/may act; and such other "person" is corporate in nature;

129. THAT, the ALL-CAPITAL-LETTER, named defendant(s) in the above re-

ferenced alleged criminal case/cause is referenced and identified as a public vessel created by the sub-compacts of the municipal corporation, UNITED STATES for public service; e.g., within its revenue service; and the UNITED STATES is comprised solely of such ALL-CAPITAL-LETTER "persons" "artificial persons" and public Law/Policy; State/Federal operates solely upon such corporate persons; the ALL-CAPITAL-LETTER format/style is because admiralty law is not limited to ships but can be "vessels" engaged in commerce, in which all jurisdiction ensues, flows, and arises from "contract, real or presumed, expressed or implied, revealed or unrevealed" the ALL-CAPITAL-LETTER named defendant is also identified as "straw man" a "stramineus homo", i.e., an artificial person created by law having a fictitious name, existing only by force of or in contemplation of law, a distinct "legal entity" (corporate) that benefits its creator i.e., UNITED STATES, allowing the creator to accomplishing of things in the "straw man" name that would not be otherwise be permitted; e.g., the issuing of "bonds";

130. THAT, the word/term "transmit" does mean to convey, send, transfer, or to pass along as used and employed within the current present day legal profession and courts; the word/term "utility" in patent law means "Industrial value; the capability of being so applied in practical affairs as to prove advantageous in the ordinary pursuits of life, or add to the enjoyment of mankind." "Utility" is further defined as having some beneficial purpose; and, the degree of "utility" is material; and that "goods" and "services" from the public venue are solely accessed; i.e. "transmitted" for billing purposes, in an ALL-CAPITAL-LETTER formatted name; being that the ALL-CAPITAL-LETTER "named" defendant in the above referenced alleged criminal case/cause is a transmitting utility; i.e., a conduit acting as a nexus between the public venue and a man e.g., Affiant Tort Claimant, and thereby evidencing an industrial value so applied in practical affairs as to prove advantageous and beneficial;

131. THAT, the Respondent(s) knew that the word/term "person" as used/employed in the legal system of today is a general word which includes in its scope a variety of entities other than "human beings" and the word/term is limited by the statutory rule of construction "noscitur a sociis," and the statutory rule of construction "ejusdem generis" thus illustrates a broader rule of statutory construction "noscitur a sociis" thus the construction "ejusdem generis" is to be held as applying ONLY to "persons" or "things" of the same general kind or class as those specifically mentioned; and, such specific terms do modify and restrict interpretation of general terms; such as to make it impossible for one party the plaintiff to be an "artificial entity" and the defendant not to be the same "artificial entity" type; the issuing of "bonds" did not require my presence in the fictitious court of law, the Affiant, Tort Claimant was not even needed except as malicious actions upon the part of the Respondent(s);

132. THAT, the term "expressio unius est exclusio alterius" (expression of one thing is the exclusion of another), where a statute or Constitution/Charter enumerates the things on which it is to operate or forbids certain things, it is to be construed/interpreted as excluding from its operation all those not expressly mentioned;

133. THAT, the general word/term "person" or "any person" as used and employed in statutes today does exclude a man (Affiant) as a living, breathing, flesh-and-blood human being from inclusion within the operation of the statute;

134. THAT, when a nation comes down from its position of a sovereignty, and into the domain of commerce, it then submits itself to the same laws that govern the other individuals therein, and does then assume the position of an ordinary citizen/person/individual therein; but it still can not recede itself from the fulfillment of its original obligations; it still being the creation of its creators "We the People" the sovereign living souls upon the land in America, the de Jure government;

135. THAT, it is the nature of Law that what One creates, One controls;

136. THAT, this irrefutable principle of Law; i.e., that what One creates, One controls, is the natural Law, which binds a creature to its Creator;

137. THAT, man's Creator is (GOD) YHWH; and, man being a creation of YHWH, being created in a physical body to house his spiritual entity; it is YHWH alone who by right of creation has the power and authority to control man;

138. THAT, the bases of common-law, the law of the land, is the Laws laid down by YHWH, for man's benefit in the scriptures, which is the bases for also honest business/commerce;

139. THAT, the creation of juristic persons with the same idem sonas as true and correct both given and family name of a living soul does not somehow give ownership/creation of the living soul to the created by man, corporate entity doing business as government;

140. THAT, the statute(s)/law(s); which were used in the above referenced alleged criminal case/cause, which use/employ the word/term "person" are referring only to a "corporate/artificial person" which is birthed (berthed) solely within the imagination/mind of man and therein brought wholly into a separate existence; by force of or in contemplation of law; and, by the thus far covered rules of statutory construction, statute(s)/law(s) is expressly and specifically used/employed upon said "corporate/artificial persons" exclusively, as in the ALL-CAPITAL-LETTER "named" defendant, not the Affiant/Tort Claimant;

141. THAT, for the created-for-profit corporation, to try and get around this issue of creation and control the living soul man the General Assembly of the corporate government, they did create an "office of person", an "office" within its corporate structure and venue, which then by Right of Creation it controls and regulates; through employment and use of empty, fictitious, and false inducements disguised as benefits, privileges, immunities grants, and the like backed by threats, duress, and coercion and lies; e.g., "you may not drive, fish, hunt, marry, operate a business, work; in short, live, without a license (permission to do that which would otherwise be illegal for the corporate/artificial person) or you be fined, go to jail, or both," thereby; and therein, inducing a living, breathing, flesh-and-blood man into an undisclosed contract and to occupy/hold the "office of person" created by the corporate for profit government which is bankrupt; thereby; and therin, through fraud, a nexus of contract, there are now a plethora of administrative agencies, departments, bureaus, and the like along with countless sub-agencies/whatever's now operating over and upon the fictional "office of person" wherin the man is bound by nexus of contract, a fictional device of artifice created solely for the corporate entity/government to accomplish a presumed "voluntary enslavement and servitude, achieved by and through fraud and deceit of gross proportions upon the living man wearing the mask/office of person";

142. THAT, "residency" within the corporate fictional government is a requirement for the eligibility of benefits, privileges, immunities, grants and the like from the corporate government juridical construct; the living breathing man can only hold the "office of person" by taking up "residency" within the fictional corporate state or sub-compact territorial state yet; "residency" is defined as a "factual" place of abode; living in a particular locality, and requiring only bodily presence as an "inhabitant" of a place; "Locality" is defined as a definite region in any part of space; a geographical position; "space" is defined as the infinite extension of the three-dimensional - i.e., having, height, breath, and depth of field, everyday life; "inhabitant" is defined as One who resides actually and permanently in a given place, and has Ones domicile there;

143. THAT, therefore "residency" is therefore a "real" geographical location, region, or position existing within three-dimensional space in which a living, breathing, flesh-and-blood man; possessing a body, may bodily be present in a fixed and permanent manner wherein is Ones domicile and therby; and therein, constitutes him an inhabitant; the Affiant being a living, breathing, flesh-and-blood man, can not possibly take up residence and bodily inhabit the artificial/fictional juridical construct of a corporate government, which exists solely within the mind/immagination of man by force of or in contemplation of law;

144. THAT, since it is impossible for the Affiant/Tort Claimant, being a living, breathing, flesh-and-blood man; and as it specifically relates to and bears upon the above referenced alleged criminal case/cause ; to hold/occupy an "office of person" for lack of "residency" within the fictional corporate government or one of the sub-compact territorial states thereof; there is absolutely no nexus of contract between the Affiant/Tort Claimant and the corporate juridical construct d.b.a. UNITED STATES et al.,;

145. THAT, whereas the XIIIth Amendment to the Constitution/Charter of the federal municipal for-profit corporate government juridical construct d.b.a. UNITED STATES et al., prohibits involuntary slavery and servitude; except as "punishment" for crimes" (real not immaginary), voluntary servitude and slavery are also prohibited by this same Amendment; but the Respondent(s)'s agents through programing (education), false inducements, they try to intice the living, breathing, flesh-and-blood man, into believing One is the same as the juristic person, and actually holding/occupying the "office of person" within the fictitious artificial construct; i.e., government, by i.e., fraud, deceit, artifice, threats, duress, coercion, and the like which constitutes involuntary slavery and servitude prohibited by the parent corporate juridical government Charter/Constitution and does thereby; and therin, constitute "ultra vires" acts; beyond the scope and powers of the for-profit corporation;

146. THAT, by definition a "crime" is an offense committed against a "state" and an offense committed against a living, breathing, flesh-and-blood man is a "Tort"; thus the Private Administrative Process in support of "Proof of Claim" presented herein by the Affiant/Tort Claimant which may be; inter alia, in the nature of a personal injury, slander, or defamation of character;

147. THAT, whereas a living, breathing, flesh-and-blood man cannot commit a "crime" or "public offense" which could cause harm or injury to an artificial corporate entity existing only within the mind/imagination of a man by force of or in contemplation of law, or its ONLY artificial entit-

ies, without any tangible substance or actual existence; as this specifically relates to the above mentioned alleged criminal case/cause, and the false arrest, false imprisonment, involuntary servitude/slavery and other Tortable claims of the Affiant against the Respondent(s) whose acts on the part of said government actors/agents, constitute "ultra vires" acts therein and thereupon the Affiant/Tort Claimant;

148. THAT, all political power is inherent in the "People"; and, the use of the word/term "people" rather than "person" as elsewhere within the text of the Constitution/Charter does declare beyond any doubt the People are the sovereign political power holders; this principle of inherent political power does demonstrate the natural law and the natural flow of delegated power; in "common usage" the word/term "person" does not include the sovereign; and, statutes/laws which use/employ the word/term "person" are to be construed to exclude the sovereign; in our country the "People" have succeeded to the rights of the King, the former sovereign of the state; and, are therefore not bound by "general words" in a statute without being expressly named therein; the Respondent(s) know this fact to be true, and acted in a "Color of Law, process, office and Authority" manner to intentionally cause injury/damage to the Affiant/Tort Claimant, understanding that very few ever understand the magnitude of their frauds, dolus malus, dolus dans locum contractui, or that Tort is a man's exclusive remedy for the wrongs suffered by these quislings of satan;

149. THAT, the parent federal corporation d.b.a. UNITED STATES does fully embrace the sovereign immunity theory; e.g., the living, breathing, flesh-and-blood "People" are the Sovereign's; without subjects, and are superior to the state/State/STATE, affirmed by the Supreme court; the use/employment of the word/term "individual" in Hale v. Henkel rather than "Sovereign as in; "The individual may stand upon his constitutional rights as a citizen...." does establish and demonstrate the principle that the Sovereign being a non-signatory to the Constitution and a non-party to this social compact, therefore has no rights created by said compact as One's rights; i.e., the Sovereigns, Rights are granted by One's creator YHWH, and existed by the law of the land, (common-law) long antecedent to the organization of even the de jure state/State, that said Rights are inherent, and are solely "secured" by the contract/Constitution, e.g., The Bill of Rights, are not grants, but rather prohibitions which operate upon the agents of government through contractual nexus employment contracts/agreements for One's public servants so as not to allow abuse to occur to the People, the sovereigns of our country so that agents cannot become egotistical, and power mad exercising powers not delegated, such as was done in this "Color of Authority, Law process and office" alleged criminal case/cause referenced above, and against the Affiant/Tort Claimant by use of fiction of law; thus disparaging and denying One's rights;

150. THAT, an "attorney" is an "officer of the court" and as such, is an "officer" and "arm" of the corporate state, being a "State Officer" and as such is firmly part of the Judicial Branch of the State and its first duty is to the court; ALL attorney's participating in this scheme of fraud, did ONLY represent corporately created juristic persons and at no time was there any assistance of counsel granted to the Affiant/Tort Claimant nor was the living soul man ever represented but only ALL-CAPITAL-LETTER fictional entities; Ens legis, juristic persons, even as such the alleged judge, presumed that the sovereign was "non compos mentis"; not mentally competent, making the living soul man a "ward of the court" to further her fraud, dolus malus, dolus dans locum contractui, for her self interests, and financial gains;

151. THAT, all alleged courtrooms in America today; and specifically the alleged criminal "court of record" within the above referenced alleged criminal case/cause, are commercial market places dealing in matters bearing exclusively upon the private, commercial scrip known as "Federal Reserve Note's" (F.R.N.'s), under the jurisdiction of a foreign, occupying, militaristic power, parasitically feeding upon the work, of the sovereign people, managed from the "bench" from the Italian "banca" for "bank" which is not broken in half; e.g. "bankrupt", administered by merchant bankers called; inter alia, judges and magistrates; who are enforcing private, copyrighted, corporate policy known as; inter alia, "Code(s)"; which is wholly owned by British Corporations under the aegis of The Crown;

152. THAT, the creation of these "corporate franchises"; i.e., ALL-CAPITAL LETTER entities; e.g., the ALL-CAPITAL-LETTER "named" defendant(s) within the above referenced alleged criminal case/cause, was to accomplish two (2) primary objectives, to wit; 1) Taking away absolute property rights (in Personam); and 2) Replace same with personal property rights (in rem) regardless of race;

153. THAT, the Affiant/Tort Claimant "Challenged" the "in personam" jurisdiction of the alleged "court of record" in the above referenced alleged criminal case/cause to bring to the courts record for dismissal, but by fraud the alleged judge kept defrauding, the Affiant anyway by use of the "mask" (personae), the ALL-CAPITAL-LETTER "corporate franchises" are under conclusive presumption (statutorily imposed), and judicially established, as "citizens" and "subjects" of the State of incorporation; i.e., port of entry (state of birth of the man and State of berth of the "vessel") for which an estoppel has been imposed upon anyone denying such citizenship; yet no estoppels can be imposed upon a presumption by statute or otherwise;

154. THAT, "Every conveyance or transfer made or executed without a fair or valuable consideration is void ab initio.;" and that the "warrant of arrest" fraudulently used/employed within the above referenced alleged criminal case/cause is in nature and actually some manner and form of "attachment" proceeding according to equity rather than a criminal proceeding according to common-law as the Affiant/Tort Claimant was lead to believe; and the "law of persons and things" is the "law of status"; and the "law of things" is the "law of property"; or better yet, "contract";

155. THAT, where a "benefit(s) is compelled"; and specifically if said benefit(s) is in the nature of an economic benefit(s), the correlative "obligation" cannot be enforced, compelled, demanded, extracted and the like; and the alleged benefit, concept and principle of "limited Liability" was and is taken from and developed from the Roman Church's practice of peddling "indulgences";

156. THAT, a "conveyances" whether effectuated by pledge, hypothecation, or otherwise which will thereby render a man insolvent, without "fair consideration" is fraudulent; the principle of "novation"; i.e. the substitution of an old debt with a new one, contained within the Roman Civil Law, did not exist in America prior to the Congressional Walk-Out of the Southern states from said Congress' reconvening under martial law by President Lincoln in his capacity as Commander-In-Chief, where he did replace unlawfully, without authority and void ab initio, the Constitution, law, custom, and tradition of America with the Roman Civil Law by Justinian, which was available as a codified whole and which he was an able scholar;

157. THAT, this "Roman Law" principle of "novation" is against the principles set out in my Heavenly Father YHWH's Law, its enslavement of the childern to pay for the debts of the parrents, is accomplished by registration, recording, and enrollment of the birth document/instrument (however termed/styled) of a new born child, when undisclosed "interest" in biological property/goods are transferred and recorded, originally at the County Recorder's Office, sent to the Secretary of State, exported to the Department of Commerce through the Bureau of the Census therein; and thereof, thereby effectuating the process of "conversion" of a man's life, labor, and property to a "capital asset" of the fiction UNITED STATES and said process of "novation" being complete and ratified (however fraudulently accomplished) when said child/man assents to being a debtor by submitting an application for benefit (which have been fraudulently claimed as required by the programing of the beneficiary) Dolus dans locum contractui, and Dolus et fraus nemini patrocinentur, privilege, immunity, or opportunity from any brach, agency, or instrumentality of the parent municipal for-profit corporate government d.b.a. UNITED STATES, therein creating the obligation of a debtor to repay or preform for which the "privilege of "limited liability" (an indulgence has been sold) for debts fraudulently/unlawfully extended to the new generation of debtor/slaves; Affiant states if this information was fully diclosed its political and Religious liabilities would prevent almost ALL participation of people with the UNITED STATES;

158. THAT, Roman Civil Law is a perversion of "private law"; and is also known as "Black Letter Law", a term whic refers to the laws of "servitude" to the church or king; for which, use/employment of the color/word/term "Black" is symbolic of the unquestionable (ex cathedra) authority of the (pagan) priest (judge/legislators) dictates of private conscience, when clothed in their morning robe, which represents the most insidious form of slavery of the mind; which, is effectuated by entrapment through one-sided (unilateral); or implied, contracts which One is never aware of until he compelled to perform; "private law" is the "conscience law" of One being or entity acting as an alleged "source of authority"; and, thereby removing the liberty of conscience, of choice, of contract, or as to its terms, and conditions, by the "offeror"; and ALL Roman Civil Law governments is based upon the personal beliefs of the Emperor (Governor/President Chief-Executive Officer); and, the acceptance is signified by "tacit procuration" wherein; and whereby, silence equates to "consent";

159. THAT, "Public Policy" is "private law"; yet the "conscience" of "private law" was not meant to operate in forming or influencing "public law" or "policy"; the "conscience" of "private law" cannot operate without bilateral contracts; i.e., a contract in which both contracting parties are bound to fulfill obligations reciprocally towards each other containing mutual promises between the parties (each party being both promisor and promisee) and one which includes both rights and duties on each side, unless it was through a "trust", or "confidenc" reposed; "Public Law" for "private use" does protect the identity of the People apart from civil government; and, Roman Civil Law does allow for this; [See: Hale v. Henkel, 201 U.S. 43 (1905)] "The individual may stand upon his constitutionally secured rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no duty to the State or his neighbor to divulge his business, or to open his doors to an investigation, as far as it may tend to incriminate him. He owes no duty to the State, since he receives nothing there from, beyond the protection of his life and property. His rights are such as existed by the law of the land long antecedent to the organization of

the State. He owes nothing to the public so long as he does not trespass upon their rights"; because the court's decision in Hale v. Henkel as cited above, marks the beginning of a "collective entity rule" where "public law" to secure private unalienable Rights; as distinguished from "private law" for public commercial use; which, operating therein; and thereby, binds a man to all obligations ensuing or arising there from; [See: Brasswell v. United States, 487 U.S. 99 (1988), "But individuals, when acting as representatives of a collective group, cannot be said to be exercising their personal rights and duties, not to be entitled to their purely personal privileges.

Rather they assume the rights, duties, and privileges of the artificial entity or association of which they are agents or officers and they are bound by its own obligations"; United States v. White, 322 U.S. 694 (1944); Wilson v. U.S., 221 U.S. 361 (1911); Wheeler v. U.S., 226 U.S. 478, 489, 490; Grant v. U.S., 227 U.S. 74, 80 (1913)]

160. THAT, the 1st Amendment to the Constitution for the United States of America, adopted as Charter of the federal municipal for-profit corporate juridical construct d.b.a. UNITED STATES, et al., in its use/employment of the word/term "religion" does refer to "conscience"; i.e., what a man (Affiant) believes in his conscience is his religion; and is therefore a prohibition upon the agents of said government to prevent One's/man's/Affiant's; and or group of men's personal conscience denied; and for another man's or men's being legislated into law as "public policy", thereby allowing a municipal for-profit corporation interfering with a protected right of the Charter for the corporation; ultra vires acts; [See: Davis v. Beason, 133 U.S. 333, 10 S.Ct. 229, 32 L.Ed. 637, "...the term 'religion' in this Amendment refers exclusively to a person's views of his relations to his Creator, though often confused with some particular form of worship, from which it must be distinguished; Thomas v. Collins (1945), 323 U.S. 516, 65 S.Ct. 315, 89 L.Ed. 430, "First Amendment gives freedom of mind same security as freedom of conscience."]

161. THAT, a legislature/Congress of the UNITED STATES, does not have any authority or right to obstruct through "Public Law" or "Public Policy" the obedience of a man/Affiant, which would cause such man/Affiant to transgress the Law of his Creator; whereas the Affiant serves the Supreme Heavenly Father YHWH through the Body of His only Begotten Son "Yahshua"; whereas a man/Affiant cannot serve two masters or he will tend to the one and despise the other, the Affiant does not have or owe the UNITED STATES and or any and all sub-franchise compact territorial State units d.b.a. "STATE OF...." ANY obedience, service, duty, obligation, or the like based upon lawful principles and or contract(s), real or presumed, expressed or implied, revealed or unrevealed;

162. THAT the Respondent(s) know that prior to the Reconstruction Acts and the so-called XIVth Amendment of the federal corporate juridical construct's Charter, courts did not have jurisdiction of non-XIVth Amendment Trust "res"; and a want of privity contract, or contract itself, did act to deprive it of said jurisdiction over and within said matters; and that "privity of contract," or "contract" itself is the dividing line between a court having "subject-matter jurisdiction," and "jurisdiction of the subject-matter.";

163. THAT, the Affiant, does have to "contract" into the jurisdiction of the UNITED STATES, or one of the sub-franchise compact territorial State units; and do not the rules of "contracts" apply such as "Clean

Hands", "Good Faith", "Full Disclosure" of terms and conditions and the mystery involving the "transfer of the interest in property", which every "contract" embraces;

163. THAT, Affiant, believes the ruling decision in *Hanson v. Deckla* does sustain the proposition that XIV th Amendment to the federal municipal for-profit corporate juridical construct's Charter d.b.a. UNITED STATES can does work in favor of non-XIVth Amendment men; and specifically the Affiant; and, it does establish a dividing line between public (municipal) law and private law; i.e., *jus gentium publicum v. gentium privatum*, which are both international in charcter. [See: *Hanson v Deckla*, 357 U.S. 235 (1958)];

164. THAT, the "Reconstruction Acts" and the XIVth Amendment to the corporate parent's Charter/Constitution d.b.a. UNITED STATES, has allowed one man's religius conscience in the Executive Branch thereof, in his capacity as Commander-In-Chief, to dictate "public policy" based solely upon his claim tha "I am the State" in the eyes of International Law; and, said "public policy" does become the religious conscience of every member of the XIVth Amendment eleemosynary corporate church State "public trust"; whereas the law the Affiant follows states "to come out of her and be separate";

165. THAT, a man's or the Aff

165. THAT, the Vth Amendment to the Constitution for the united States of America, and as adopted by the federal municipal for-profit corporate government juridical construct d.b.a. UNITED STATES, as Charter, does pertain to the People of the states united; and in the Vth Amendment; unlike the XIVth Amendment to the Charter, does not have an equal protection clause; whereas the "common law" (Bill of Rights) is not incorporated into the XIVth Amendment;

166. THAT, Respondent(s) know and understand that all contracts, whether expressed or implied, are subject to the universal "essential" of "contract law," pertaining to the fundamentals of the interaction between the parties; a "contract" is an agreement; e.g., as will be set and established by the parties, between two or more men/persons, e.g., the Affiant and the Respondent(s), which creates an obligation to do or not to do a particular thing; the "essential" elements of "contract" are 1) parties capable of contracting; 2) consent; 3) lawful object; 4) a sufficient cause or consideration; 5) mutuality of agreement; and, 6) mutuality of obligation; also "agreement" cannot be vague; i.e., uncertain and not susceptible to being understood;

167. THAT, the "essentials" of "consent" are it must be 1) free; 2) mutual; and 3) communicated by each to the other; "consent" is an act of reason, accompanied with deliberation, wherein the mind is weighing in a balance the good (benefit) and evil (duty/obligation) of a proposed/offered "contract"; "consent does mean "voluntary" agreement by a man to make an intelligent choice to contract or not contract; and "consent" and "submission" are not synonymous and, mere "submission" does not necessarily involve "consent"; as "consent" cannot be obtained through duress, menace, fraud, force, undue influence, and or mistake; as was the alleged Affiant's participation within this "public trust" scheme was not of "voluntary consent";

168. THAT, the Respondent(s) understand that "fraud" is an intentional perversion of the truth to induce another; e.g., the Affiant Tort Claimant within the above referenced alleged criminal case/cause, in reliance

thereon to part with a valuable thing or legal right belonging to him; and or, a false representation/mis representation of a matter of fact, whether by words or by conduct, false or misleading allegations, or concealment of that which should have been disclosed, which deceives, and is intended to deceive another, so he acts upon it to his injury embracing all multifarious means a man can devise to gain advantage over another; e.g., false suggestion, suppression of the truth, surprise, trick, cunning, dissembling, and any unfair way by which another is cheated;

169. THAT, the Affiant request for relief based upon fraud under the Respondent(s) Rule 60 motion, is because "fraud" does vitiate; i.e., make void; cause to fail of force or effect; destroy or annul the legal efficacy and binding force of an act or instrument and all transactions and contract and does destroy the validity of everything into which it enters, even the most solemn contracts, documents, and even judgements; and "fraud" and "bad faith" (mal fides) are synonymous; and, both terms are synonymous with dishonesty, infidelity, faithlessness, perfidy, and unfairness; "fraud" is always positive and intentional; "fraud" does comprise all acts, omissions, and concealments involving a breach of a legal or equitable duty and resulting in damage to another, thus the Tort Claim;

170. THAT, the Constitution/Charter; be it State or Federal, is a contract [See: Padelford, Fay & Co. v. The Mayor and Alderman of the City of Savannah, 14 Ga. 438 (1854), which state: "But indeed, no private person has a right to complain, by suit in court, on the grounds of a breach of the Constitution. The Constitution, it is true, is a compact (contract), but he is not party to it The States are party to it..."]

171. THAT, the rights and duties/obligations contained within and arising from a contract do only effect and bind parties to said contract; and parties to a contract are determined by signature; and a man not a signatory to a contract does not have any rights; and, does not have/owe any duties/obligations therein, and or arising there from; the UNITED STATES' Constitution/Charter and or any State of ..., or STATE OF ..., Constitution/Charter does not operate over and upon the Affiant;

172. THAT, there are no clauses in the State/Federal Constitution/Charter that could subject the Affiant to the "statutory jurisdiction" of ANY State or the UNITED STATES/Respondent(s); as that the Constitution/Charter does operate solely over and upon only "office" holders; i.e., inter alia: officers, employees, agents, residents, citizens, public, and or persons of said corporate governmental juridical constructs;

173. THAT there were never any alleged violation(s) of statute(s)/law(s) within the above referenced alleged criminal case/cause; or any valid, lawful, enforceable "contracts," real or presumed, expressed or implied, revealed or unrevealed, between the Affiant and the Respondent(s) wherein there was "full disclosure," "fair or valuable consideration," free and mutual "consent", of which the "court of record" within the above referenced alleged criminal case/cause took tacit (silent); or expressed, judicial notice of to bind therein the Affiant to the "private law" in support of a "private right" as contained in the copyrighted "Codes", for a "breach" thereof, and acting to confer "subject-matter" jurisdiction" of the alleged "breach" upon the court, and thereby allowing it to acquire the authority, right, and power to decide, make orders, and judgments binding and of legal force and effect over and upon the Affiant;

174. THAT, the Respondent/UNITED STATES does not have a prefected; or otherwise, superiour claim; i.e., lien hold interest, in the Affiant, or the Affiant's Debtor; the ALL-CAPITAL-LETTER "named" defendant; the Affiant is the perfected superiour lien hold claimant and principal Creditor of the ALL-CAPITAL-LETTER "named" defendant (Debtor) and holds superior over ALL Debtor's property and Affiant's property;

175. THAT, the Affiant is not the "accommodation party", "surety", or the "fiduciary", and the like of the ALL-CAPITAL-LETTER "named" defendant/Debtor within the above referenced alleged criminal case/cause; and is rather the attorney-in-fact/Authorized Representative for the same;

175. THAT, the Affiant and Respondent(s) agree to the facts as set, established, and thereby agreed upon by the parties to this affidavit; which do apply and operate upon claim for Tort; and upon any and all previous alleged criminal case/cause named above irrespective and regardless of what any sub-franchise compact territorial State unit said or alleged within;

176. THAT, the Respondent(s)'s understand that the ALL-CAPITAL-LETTER "named" defendant within the above referenced alleged criminal case/cause did not appear in court; and, did not enter a plea; and, did not waive or consent to the court's jurisdiction; and, was absent from the court; and none of the parties to and within the above referenced alleged criminal case/cause are solvent; and, do posses the capacity to sue and be sued, or sue or be sued in "Representative Capacity"; and, can or did appear in court in the said criminal case/cause;

177. THAT, the offenses created by statute(s) within the above referenced alleged criminal case/cause are not created by common-law; and are offences "malum prohibitum"; i.e. crimes only because prohibited by statute(s) (statutory offense(s)); and do not operate over and upon the Affiant;

178. THAT, the Respondent's "statutory jurisdiction" is not a lawful jurisdiction, lawfully created by the "fundamental law of the land" or common-law and the Affiant is not subject thereto; and is not bound thereto in any form or manner, contractually or otherwise;

179. THAT, the Uniform Commercial Code as codified is the controlling/governing law of; and within, the alleged "court of record," within the the above referenced alleged criminal case/cause;

180. THAT, Respondent(s) knew that a "negotiable instrument" is a promise or order to pay and or perform; and, inter alia, a warrant of arrest, charging document (Information/Indictment), orders, and judgement; and specifically such within the above referenced alleged criminal case/cause, are all "negotiable instruments"; and, are therefore governed by the Negotiable Instrument Law as made uniform within Article 3 of the Uniform Commercial Code codified;

181. THAT, no lawful and or legal relationship (nexus), through contract or otherwise, does exists between the Affiant and the "source of authority" for the Title 21 of the Respondent thereof; and, are therefore not of lawful or legal force or effect over and upon the Affiant;

182. THAT, Respondent(s) now understand that fraud was perpetrated within and against the Affiant/Tort Claimant, within the above referenced alleged

criminal case/cause by any and all parties involved therein; and should the Respondent(s) agree; expressly or otherwise, to the facts contained within this affidavit as said facts operate in favor of the Affiant, such facts do demonstrate, evidence, establish, and affirm fraud within said criminal case/cause; and, said fraud does vitiate all decisions, orders the judgement, and the like within said criminal case/cause ab initio;

183. THAT, there does not still remain any arguable basis for the court's "subject-matter jurisdiction" within the above referenced alleged criminal case/cause is therefore void ab initio;

184. THAT, should the Respondent(s) confess the injury(s) to the Affiant/Tort Claimant, set, established, and agreed upon by the parties hereto within this affidavit (commercial agreement), the Affiant/Tort Claimant can and shall exercise Affiant's "exclusive" remedy, being a Tort Claim, for the moral wrongs committed by the Respondent(s), including but not limited to, "constitutional misapplication of the statute(s), breach of this contractually binding agreement, conspiracy (two or more involved) denying your own "public policy", trespasses and moral wrongs committed by and through ultra vires acts not authorized/prohibited by the Charter of the commercial vessel d.b.a. UNITED STATES, STATE OF HAWAII, and other trespasses and moral wrongs known and unknown;

185. THAT, the Office of Risk Management does not have any power, authority, and right derived from validly enacted statute/law, commercial law, contract law, or other to place or impose a cap/limit upon the amount of any Tort Claim submitted by the injured Affiant in this matter and relating hereto, in regards to what they, acting for the insurer of said commercial vessel, will pay out on said Tort Claim;

186. THAT, should the Office of Risk Management refuse or otherwise dishonor a Tort Claim submitted by the Affiant, and as agreed upon by the insured Respondent(s) and the Affiant, the Affiant can take other appropriate/remedial action(s) for remedy, which can include involuntary bankruptcy in a foreign proceeding for said claim;

187. THAT, the Respondents do and will have not have the right to deny, argue, controvert, or otherwise protest the facts in the matters set, established, and agreed upon between the parties to this affidavit, if they do not rebut, argue, controvert within 30days/thirty days of receipt of this affidavit; failure to rebut, argue, controvert this affidavit point for point will be the agreement with everthing as stated and will preform estoppel on arguements in any other forum/venue the Affiant/Tort Claimant may choose to bring an action/proceeding in to obtain redress and remedy in this matter, and all matters relating to and arising from said matter; and, such act(s) upon the part of Respondent(s) will be deemed and evidenced as act(s) of breach of said agreement, further attempts to perpetrate acts of fraud upon the Affiant, bad faith, and the like;

188. THAT, the Respondent(s) do have a/the "duty" and "obligation" to produce the "Proofs Of Claim", if they disagree with any of the statements made by the Affiant, as required and requested herein, pursuant to the principles and doctrines of "clean hands" and "good faith" dealings with the Affiant/Tort Claimant, and all applicable statute(s) as they operate upon the Respondent(s) as "office holders"; i.e., officer(s)/agent(s), of the corporate government juridical construct commercial vessel d.b.a.

UNITED STATES, United States, UNITED STATES OF AMERICA, STATE OF HAWAII, BEVERLY WEE SAMESHIMA, SUSAN OKI MOLLWAY, and all others un-named at present, by your oath of office thereto, and contract therewith as a voluntary commercial indenture therein; and thereto;

189. THAT, the Affiant dedicated thousands of hours to research and study getting knowledge to present this affidavit in support of fraud so that this matter could be corrected in your Rule 60 F.R.C.P. motion, Affiant understands that we all make choices and your choice could be to try and continue in this fraud, but if that is your choice you do understand that individual and personal liability does attach to that decision, if you choose to make it;

190. THAT, Affiant in supra @ No. 3, has given Notice of Copyright ownership, and where to find a copy of the contract/filing, the Affiant hereby extends to Susan Oki Mollway/Respondent/judge a waiver for 30days/thirty days for purposes of correction and relief from a void judgement to use said copyrighted name for only said purposes.

191. THAT, Respondent(s) was given (30) thirty day from day of receipt by First Class Prepaid Certified Mail Account # Return receipt Requested, NOTICE AND WARNING was given of failures terms, and consequences; that failure to rebut, refute, argue would provide the "Proof of Claim", "prima facie evidence", to support Affiant's Tort Claim for injury/damages, within Affiants "Private Administrative process" under the law of the land and the APA standards of Title 5 USC, and Title 42 §1983; the Respondent(s) "Notice and Warning" of "Tacit Procuration" aquired by Respondent's silence is complete;

192. THAT, Affiant requests for Respondent(s) to send a duplicate "Response rebuttal," to a Third Party Witness, addressed within Care of Non-Assumptiv Postal Service Address: Jacob & Michelle Sams @ P.O. Box 747, Carlton, Oregon, uSA, [97111]; that Notice & Warning is given that failure to give/response, rebut to Affiant and 3rd party witness will cause an Affidavt or Certificate of Non-Response to be issued, in this matter;

193. THAT, Respondent(s) are in agreement with the Affiant, and such agreement become the "BARGAIN OF THE PARTIES".

FURTHER Affiant sayeth naught.

Teste meipso, One places One's hand and seal hereto this 1st Day of the 8th Month in the "Acceptable Year" of Our King, Yahshua the Messiah, Two Thousnd Seven.

Without Prejudice

/L.S./ Michael-Trent Barnes

Michael-Trent Barnes

Secured Party Creditor, Bureau of Conveyances State of Hawaii,
Filing No. 2004-212509

Jura Majestatis, Jura Regalia, Jura Summi Imperii, Jure Divino
Jure Ecclesiae, Jure Gentium, Jure Representatiois, Jure Soli
Juris et de Jure, Jes In Re

Attorney-In-Fact, Authorized Representative for:

Debtor: MICHAEL TRENT BARNES c

Ambassador For The Supreme Heavenly Father YHWH
The Body and Bride of the Messiah

In and Through:
International Sovereigns Association

WITNESSES

KNOW ALL MEN BY THESE PRESENTS that, We the Undersigned, in accordance with and pursuant to the Maxim of Spiritual Law as Written and Recorded by The Supreme Heavenly Father and Law-Giver YHWH -Whose presence We undertake this Act; See: Matthew 18:20cf. John 10:30 cf. Deuteronomy 19:15-18 cf. Matthew 18: 16-20 cf. and II Corinthians 13:1 cf. (ALL Scripture cites herein given in the common and accepted vernacular, for Others convenience), on this 1st Day of the 8th Month in "The Acceptable Year" of Our King Yahshua, the Messiah, Two Thousand and Seven, Michael-Trent: Barnes, the above named Affiant ("One"), living breathing man, in Our Presence and the presence of each of Us, signed and sealed the foregoing Affidavit in Support of a VOID Judgement and did give Notice and Warning by Certified Mail #7004 1160 0007 1819 2311 acknowledging to the Undersigned such to be His free and voluntary Act and Deed, and We; The Undersigned thereupon at His request, in His presence and in the presence of each other, hereunto subscribed Our names and geographical locations as "Attesting Witnesses"

FIRST WITNESS

Without Prejudice

/L.S./ DAVID TACKER,
DAVID TACKER

non-assumptive/TDC: In Care of 27072 Ballston Road, Sheridan Oregon, u.S.A.

SECOND WITNESS

Without Prejudice

/L.S./ RICHARD CRIMBLE,
RICHARD CRIMBLE

non-assumptive/TDC: In Care of 27072 Ballston Road, Sheridan Oregon, u.S.A.

THIRD WITNESS

Without Prejudice

/L.S./ LARRY S. JACKSON SR.,
LARRY S. JACKSON SR.

non-assumptive/TDC: In Care of 27072 Ballston Road, Sheridan Oregon, u.S.A.

The above space for Recording purpose only:

MEMORANDUM OF RECORD: Date: Certified Mail #70041160600718192311

This document upon which this /L.S./ Michael-Trent:Barnes, blue ink signature is affixed is herein CERTIFIED AS A TRUE, CORRECT, AND COMPLETE COPY of the Original. Under the rules of the Convention de la Haya, du-5-October-1961 C.E. Henceforth this is a "Security" [15 U.S.C. et seq.] U.S. S.E.C. Tracer Flag (not a point of law but agreement of parties, under necessity, and or in violation of the 2nd paragraph of the Bill of Rights.)

**COMMERCIAL AGREEMENT & NOTICE BY WRITTEN COMMUNICATION
BY STIPULATION AND SILENT ASSENT**

This commercial agreement/contract shall become binding upon the parties, for settlement of agreed Tort injury/damage concerning a void judgement and unlawful arrest and imprisonment of the living Sui Juris man [1], and the failure of parties [3] and [4] to provide "Proof of Claim" for their actions: AS TO THE TRUE NATURE AND SOURCE OF AUTHORITY, LAW, VENUE, JURISDICTION, AND THE RELATIONSHIP THERETO: NATURE AND CAUSE OF ARREST AND ALLEGED CRIMINAL CASE/CAUSE, PROCEEDINGS & PROCESSES & LAWFULNESS THEREOF, AND PROCEDURAL DUE PROCESS THEREOF, LEGALITY/LAWFULNESS THEREIN; VALIDITY AND ENFORCEABILITY OF VOID JUDGEMENTS, ORDERS, WARRANTS, UNLAWFUL IMPRISONMENT, UNLAWFUL ARREST, POSSIBLE CONTRACT VIOLATIONS, MISAPPLICATION OF STATUTE, FRAUD; ASSUMPTION OF DEBT, AND OTHER RELATED MATTERS AS AL SUCH RELATE TO AND BEAR UPON THE ALLEGED CRIMINAL CASE/CAUSE # 03-00502-SOM et al., starting in October of 2003 C.E. continuing to present as being void ab initio.

(1) PARTIES

[1] Michael-Trent: Barnes, the injured/damaged Party, Affiant/Tort Claimant, Living Sui Juris man, Secured Party Creditor of Party [2] an ALL-CAPITAL-LETTER Ens legis, juristic person, corporate entity, as registered upon the public record, My signature is herein affixed /L.S./ Michael-Trent:Barnes, American National Sui Juris sovereign living, breathing Flesh-and-blood man.

[2] MICHAEL TRENT BARNES, a juristic person, corporate entity, commercial vessel, also known as "Debtors" in documents filed with the U.C.C. in the Bureau of Conveyances, State of Hawaii, a fictional person used for transmitting goods and services between bankrupt party No. [3], and other corporate entities, created upon the day party [1] was born with a Idem sonans the same as Party [1]'s true and correct, given and family name.

[3] United States/UNITED STATES/District of Columbia, and all agencies,

sub-corporation/sub-franchises, departments, etc..., et al., however styled being a bankrupt for-profit corporation (municipal) originally incorporated and established as "An Act to Provide a Government for the District of Columbia", the Original Constitution for No. [5] became the Charter/Constitution.

[4] The named agent(s)/Respondent(s) listed on page 4 of this request for vacating a void judgement on a rule 60 (b) Motion for fraud, and this Affidavit in support of a void judgement & Tort Claim.

[5] The original de jure government for the Republic, established by "We the People" in 1776 C.E. by Declaration of Independence and other writings

All parties shall be in agreement, to the facts as specified by the Affiant [1], AFFIDAVIT IN SUPPORT OF A VOID JUDGEMENT & TORT CLAIM this contract/agreement become effective by agreement of the parties by silent assent & stipulation as to the terms and injury/damages outlined in Affidavit Declaration form, Notice & Warning has been given and received.

(2) Nature and content of claims set-forth by particularity

(A) All unanswered statements set-forth on pages 4 thru 32 in this Affidavit in support of a void judgement, & Tort Claim Notice & Warning and by agreement of the Parties [1], [3] and [4] as stipulated in the Affidavit.

(B) Injury and Damages caused by parties [3] and [4] intentional unlawful use of force against Party [1] by Parties [4] and un-named agents of [3] while they pretended they were party [5] in alleged criminal case/cause No. 03-00502-SOM, et al., intentional misidentification of Party [1] as Party [2], theft of private property of Party [1] such as fingerprints, DNA/RNA, blood, urine photographs with the intent of attachment to Party [2], Identification, so that agents of [3] could preform "Color of Law, office, Authority" to preform fraud, dolus malus, dolus dans locum contractui.

(C) All Tort Claims based upon real injury/damages are based upon the terms and conditions as stipulated above and referenced within.

(3) Ledgering

(a) As per the agreement of the Parties, Noticed rate of injury/damage established by agreement of the Parties set by the rate established in the Tresveant v. City of Tampa, case at 1.6 million/\$1,600,000.00 per day, unless a voluntary correction is done by either Party [4] or other agents of Party [3] within the 30 Day/thirty Day time frame expressed above and within.

(b) Option (b) allows for a reduced rate for injury/damages set within at only Ten Thousand/\$10,000.00 per Day as a "good faith" offer made by Party [1] in the hopes that Affiant/Tort Claimant Affidavit taught the agents of [3] and Party [4] a valuable lesson in honesty, and truthful business practices, or if as the Respondent(s)/Parties [3] & [4] try to rebut the above referenced Affidavit in support of void judgement & Tort Claim, realize there is no defense for their actions, just want to limit liability.

(c) The starting date of injury/damage tort claim begins in October of 2003 C.E. when the agents of [3] in the guise of lawful authority came upon the property of the Affiant Tort Claimant [1] private property without any warrants, lawful or legal, starting the trespasses and unlawful arrest without any authority but fraud, and proceeded down a path denying any lawful due process of law but only "color of law, process, authority and office" manufactured to deceive living American National [1], by pretence of him being [2] the Debtor entity, juristic person.

(d) Since the injury/damage is continuing even today and into the for-see-able future, final accounting by [1] when restraint upon One's [1] liberty is removed. Injury/damage amount if option (b) is chosen is around

Thirteen Million, Nine Hundred and Fifty Thousand as of the date of mailing, (\$13,950,000.00) if option (b) is refused at the rate established by the Tresveant v. City of Tampa at (\$1.6) million per day or just over one Thousand Federal Reserve notes per hour the estament of current Injury/damage Tort claim amount on option (a) is (\$2,032,000,000.00) Two Billion Thirty Two Million Federal Reserve notes so agents of [3] can see the value [1] and the People value liberty. It is Party [1]'s hope that option (b) is chosen!

(4) Evidence of solvency identification of the property sought/pledged as the stakes over which the dispute occurs, which are to be forfeited to

the prevailing party to pay the debt/damage and satisfy the judgement.

(i)

(i) Affiant Tort Claimant [1] is a living soul, capable of both production of work, and intelligent design/ideas, not capable of being a true bankrupt, as a principal source of labor and ideas, the status of [1]'s property is personal and private, including all property held by [2] which is secured by private contract and Noticed to the public by U.C.C. #2004-212509.

(ii) The agents of [3] are all living souls, same as [1], also parties [4] are also living souls so therefore truly not being capable of bankruptcy and all involved are individually and personally liable for Tort Claim injury/damages, for their un-lawful action in the above referenced alleged criminal case/cause. Additionally all are required to carry surety Bond's.

(iii) The Party [3] is a bankrupt entity, which prints the I.O.U.'s known as Federal Reserve notes acting in collusion with their receivers, they are insured and capable of production of more of their I.O.U.'s which they print which are recognized as "money" "bills of exchange".

(5) Facts and law as listed in exhibit
AFFIDAVIT IN SUPPORT OF A VOID JUDGEMENT & TORT CLAIM

The facts and law are expressed in exhibit/Affidavit, above and herein agreed to by parties either by stipulation or silent assent, by agents [4] or other agents of [3] failure to provide "Proof of Claim" by rebuttal or any other method.

(6) Certification

The Affidavit was sworn to and attested to by the Affiant/undersigned party [1] in front of 3/three witnesses in accordance with party [1]'s laws as established by the Supreme Heavenly Father YHWH. Has been Certified as true, correct, and complete copy of the Original. Under the rules of the Convention de la Haya, du-5-October-1961 C.E.

(7) Witnesses

NOTICE: Living soul People have served as witnesses also a Notary Public being used as witness to signature, of Affiant/Tort Claimant, Party [1].

SELF-EXECUTION OF COMMERCIAL AGREEMENT
BY STIPULATION AND OR SILENT ASSENT

The execution of this commercial agreement, becomes the agreement of the Parties 31 Days/Thirty One Days after receipt, if it is not rebutted, argued, or disputed by "Proof of Claim" being provided by Party [4] and or

[3]'s agents or representatives, to the Affiant/Tort Claimant [1], and the named 3rd Party witnesses, listed as 192 in the AFFIDAVIT IN SUPPORT OF A VOID JUDGEMENT & TORT CLAIM. Requested return of all stolen personal/private property shall be returned within the same time frame established above. For use of limited liability option listed above and herein.

In and Through:
International Sovereigns Association

WITNESSES

KNOW ALL MEN BY THESE PRESENTS that, We the Undersigned, in accordance with and pursuant to the Maxim of Spiritual Law as Written and Recorded by The Supreme Heavenly Father and Law-Giver YHWH -Whose presence We undertake this Act; See: Matthew 18:20cf. John 10:30 cf. Deuteronomy 19:15-18 cf. Matthew 18: 16-20 cf. and II Corinthians 13:1 cf. (ALL Scripture cited herein given in the common and accepted vernacular, for Others convenience), on this 1st Day of the 8th Month in "The Acceptable Year" of Our King Yahshua, the Messiah, Two Thousand and Seven, Michael-Trent: Barnes, the above named Affiant ("One"), living breathing man, in Our Presence and the presence of each of Us, signed and sealed the foregoing Affidavit in Support of a VOID Judgement and did give Notice and Warning by Certified Mail #7004 1160 0007 1819 2311 acknowledging to the Undersigned such to be His free and voluntary Act and Deed, and We; The Undersigned thereupon at His request, in His presence and in the presence of each other, hereunto subscribed Our names and geographical locations as "Attesting Witnesses"

FIRST WITNESS

Without Prejudice

/L.S./ DAVID TACKE,

non-assumptive/TDC: In Care of 27072 Ballston Road, Sheridan Oregon, u.S.A.

SECOND WITNESS

Without Prejudice

/L.S./ RICHARD CIRIMELLE,

non-assumptive/TDC: In Care of 27072 Ballston Road, Sheridan Oregon, u.S.A.

THIRD WITNESS

Without Prejudice

/L.S./ LARRY S. JACKSON SR.,

non-assumptive/TDC: In Care of 27072 Ballston Road, Sheridan Oregon, u.S.A.

**MEMORANDUM IN SUPPORT
OF PRIVATE ADMINISTRATIVE PROCESS
AKA; CONDITIONAL ACCEPTANCE FOR VALUE
FOR PROOF OF CLAIM (CAFV) with
NOTICE OF ADMINISTRATIVE REMEDY POINTS AND AUTHORITIES**

Non-negotiable – Private between the parties

Conditions of Notice via CAFV;

- A. Undersigned desires to settle this matter via good faith via acceptance and to satisfy any obligation established or indicated by any presentment from Respondent by agreement predicated and conditioned upon proof of claim (discovery & evidence).
- B. The use of any Notary by Claimant is to ‘keep the record’, ‘acknowledge’ the signature of the undersigned and testify to the veracity of the same in any court where necessary and may utilize Notarial protests as needed.

Claimant; is the living, flesh-and-blood sentient being, who(s):

1. “Rights existed long antecedent to the organization of the State...” Hale v. Henkle 201 u.s. 43 @ pg. 74 (1905).
2. Is not a signatory to any State or Federal Constitution.
3. Is not a ‘party’ to any state of Federal Compact.
4. Is not named in the statutes of any State or Federal government.
5. Has the right to exercise ‘private administrative process’ for resolution before utilizing the foreign courts of de-facto governments agency/units.
6. Has the personal knowledge of the facts of the matter and are contained in affidavit form duly notarized.
7. Initiates process and contact in Good Faith, with Clean Hands and Fair Dealing implied in administrative or law.
8. Has ‘expectation’ of same from all agents, employees and officers of government or quasi-government (private) corporations, and the private sector.
9. Has ‘expectation’ that agents, employees and officers of government or quasi-government (private) corporations, and the private sector will act fairly and honestly in good faith, with clean hands and without intent to cheat, hinder, delay, defraud, lie, coerce, use undue influence, threaten, or use physical force (beatings) or violate their ‘Oath of Office’.

Respondent(s) to this ‘private administrative process’ (CAFV) is to:

1. Substantiate the validity and the accuracy of their presentment (whether complaint, information, indictment) or otherwise;
2. Produce Delegation of Authority – private / public (duly sanctioned) or otherwise;
3. Produce Constitutional ‘Oath of Office’ duly signed and witnessed;
4. Produce any Contract or Agreement bearing bona fide signatures including those of the Claimant;
5. Constitutional authority of Respondent to act against Claimant;

6. Produce bases upon which any claim operates upon Claimant;
7. Operate with 'Good faith', 'Clean Hands', 'Fair Business Dealings';
8. Provide 'Full disclosure' at all times, and
9. Conduct matter under the principles of the American Jurisprudence and Law;
10. Disclose whether the instant matter is a proceeding in time of Peace;
11. Disclose whether the instant matter is a proceeding in time of War;
12. Act in a manner so as not to cheat, hinder, delay or defraud the Claimant in any manner;
13. Act in a manner not to coerce Claimant under color of law or to subject Claimant to involuntary servitude and peonage;
14. Insure that, in this instant matter, Respondent(s) agrees not to commit fraudulent concealment, denial of substantive due process, denial of due process of law, to mutual conspiracy to engage in a scheme of unjust enrichment, or a Declaration of War against the Claimant and subjection of Claimants to a state of involuntary servitude and peonage in violation of:
 - a. Bill of rights – re; 'right to Life, Liberty and Pursuit of Happiness'
 - b. Thirteenth Amendment of the Constitution of the United States;
 - c. Title 18 USC §1581;
 - d. Title 42 USC §1994;
 - e. Article 6 of American Convention on Human Rights
15. Or where Respondent is a 'private' man/woman; within the context above, validate the claim, acts or otherwise as to show actions, statements were proper, lawful and correct and that Respondents actions were not injurious in any capacity.

Notice; claimant does not assume that Respondent is deceitfully attempting to assert a requirement where none exists, to file a form or allege a tax liability where none exists (other than upon a corporate fiction/debtor), nor is Respondent attempting to forcing Claimant to participate through coercion and/or undue influence to perform or pay against Claimants will.

Requirement(s) of Respondent(s):

1. After review of the presentment, law, statutes, codes, evidence, affidavits, evidence, etc., transmit a notice to Claimant that there has been misapplication of statute/law or code.
2. Provide 'Proof of Claim(s)' as attached hereto.
3. Otherwise Respondent understands and agrees that a non-response, silence and/or refusal to provide 'Proof of Claim(s) constitutes 'full agreement' to all the facts as they operate in favor of the Claimant and Respondent and it's Principal(s) are in agreement for discharge of any fine, fee, tax, debt or judgment via commercial instrument and/or Respondent agrees that Claimant can exercise exclusive remedy via Tort Claim on all parties to the admissions and injuries.

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NOTICE OF ADMINISTRATIVE REMEDY
POINTS AND AUTHORITIES:

NOTICE; “It is the manner of enforcement which gives Title 42 1983 its unique importance, for enforcement is placed in the hands of the people. Each citizen acts as a private attorney general who ‘takes on the mantel of the sovereign,’” guarding for all of us the individual liberties enunciated in the Constitution....” (Frankenhauser v. Rizzo, 59 F.R.D. (1973)). Emphasis added.

1. Undersigned Claimant hereby is herein exhausting their administrative remedies, to determine the nature and cause of the incident, matter, injuries, documents, authority, jurisdiction, commercial matter, monetary assessment described therein or otherwise.
2. As an operation of Law, undersigned Claimant is required to exhaust their administrative remedies before they may bring any judicial action for remedy or relief, if such is warranted by the result of the administrative process, via agreement, stipulation or confession.
3. For reference, the principles that arise from the Administrative Procedures Act (APA), Title 5 United States Code, State and Federal Constitution requirements “operate upon [all] agents/employees of [companies], corporations [government corporations].”
4. The APA establishes fairly liberal standards for allowing participation by persons who either have a personal interest in the outcome of the proceeding or represent a pertinent public interest, Title 5 U.S.C. 703.
5. Under the authority of the Administrative Procedure Act at 5 U.S.C. 556 ‘D’, **BURDEN OF PROOF**, “the proponent of a rule or order bears the burden of proof.” The Supreme Court has stated that if any tribunal (court) finds absence of proof of jurisdiction over person and subject matter, the case must be dismissed.” For reference, see Louisville RR v. Motley, 211 US 149, S. Ct. 42. Claimants are relying upon the same measures and enforcing the same requirements in exhausting the administrative process as to Proof of WRONG DOING, INJURIES, LIABILITY, FRAUD, WRONGFULL TERMINATION, MEDICAL MALPRACTICE, VIOLATION OF DUE PROCESS OF LAW, VIOLATION OF FOURTH AMENDMENT, MISAPPLICATION OF STATUTE, MALICIOUS PROSECUTION, LACK OF JURISDICTION, or otherwise as applied to the inquiries attached hereto.
6. Claimant initiates this Private Independent International Administrative Process under the principal of contract which operates upon the agent/employee to be a fact finder.
7. Claimant fully understands that it is not the intent of the Respondent(s) to mislead or otherwise defraud, deceive, or withhold any evidence as applied to the inquiries and requested documents herein, and herein Claimants rests upon Respondent(s) ‘Good Faith’ and ‘Clean Hands Doctrine’ and duty to so respond.
8. Claimant has an expectation of ‘Good Faith’ on the part of the Respondent(s) as Agent(s)/employee(s) on behalf of ‘companies, corporations, government corporations or officers and judges of the court to answer the inquiries, to give proof, to produce requested documents and evidence.

9. Claimant is acting in a private capacity as a fact finder within the undersigned's private administrative process to secure a preponderance of 'proof', 'evidence' or otherwise, where facts asserted [or admitted] are more probably more true than false. In said case; proceedings must be "of a type commonly relied upon by reasonably prudent men in [the] conduct of their serious affairs." Therein, Respondent(s) have a 'good faith' duty to respond and answer the inquiries and or provide requested Proofs of Claim.

10. The response(s), or assent(s), or failure or refusal to provide and produce the requested 'evidence' in the absence of response will provide the undersigned a means to determine the nature and cause of the Respondent's actions and documents up to and including default.

11. However, "Silence can only equate with Fraud where there is a legal or moral duty to respond or where an inquiry left unanswered would be intentionally misleading."
(U.S. V. Prudden, 424 F. 2d 1021 (1070).

12. As with any administrative process, Respondent(s) may controvert the statements and/or claims made by Petitioner(s) by executing and delivering a verified response point by point, with evidence in support or stipulate that no 'document or exhibit exists in the record, or no 'Proof of Claim' exists... on said point by point basis. Respondent(s) may agree and admit to all statements and claims made by Petitioner by TACIT PROCURATION by simply remaining silent. Silence equates to agreement.

13. In the event Respondent(s) admit the statement and claims by TACIT PROCURATION, all issues are deemed settled STARE DECISIS, and Respondent(s) may not argue, controvert, or otherwise protest the finality of the administrative findings in any subsequent process, whether administrative, judicial, or commercial.

14. Respondent(s) are granted a minimum ten days (10) days or up to 30 days if specifically specified... and are to respond to the requests for "Proof(s) of Claim", 'statements', 'questions' and 'charges', or otherwise... herein and/or to provide Respondent(s)' own answers to inquiries.

15. Exception: In the event Respondent(s) believes the acts complained of may be raised to the level of, and prosecuted as, a CRIMINAL ACT, Respondent(s) may forward a copy of administrative pleadings to the Grand Jury or prosecuting authority along with a demand that such Grand Jury or prosecutor investigate the acts complained of and make a determination as to whether Respondent(s) may be criminally prosecuted or indicted for any matter raised in administrative pleading. Respondent(s) must serve, or cause to be served a certified copy of such demand for criminal investigation, and proof of submission to the appropriate Grand Jury or prosecuting authority, along with a request for an extension of time to respond based upon Respondent's right or privilege against self incrimination.

Dated this 1st day of August, 2007

/S/ Michael-Trent;Barney